Form A
Bidder Contact Sheet
Request for Proposal Number 5960 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	MicroPact Global, Inc
Bidder Address:	12901 Worldgate Drive, Suite 800 Herndon, VA 20170
Contact Person & Title:	Jim MacLaggan, Vice President, Regulatory Solutions
E-mail Address:	jim.maclaggan@micropact.com
Telephone Number (Office):	416.209.6760
Telephone Number (Cellular):	416.209.6760
Fax Number:	703.709.6118

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	MicroPact Global, Inc
Bidder Address:	12901 Worldgate Drive, Suite 800 Herndon, VA 20170
Contact Person & Title:	Jim MacLaggan, Vice President, Regulatory Solutions
E-mail Address:	jim.maclaggan@micropact.com
Telephone Number (Office):	416.209.6760
Telephone Number (Cellular):	416.209.6760
Fax Number:	703.709.6118

NEBRASKA

DEPARTMENT OF BANKING AND FINANCE

Nebraska Department of Banking and Finance

RFP 5960 Z1

COTS Financial Licensing and Enforcement Software Solution

TECHNICAL PROPOSAL
ORIGINAL

Submitted by
MicroPact Global, Inc.
12901 Worldgate Drive, Suite 800, Herndon, VA 20170

Point of Contact:
Kevin Schindler, Business Development Executive
kevin.schindler@micropact.com
703-431-4872

January 31, 2019

MICROPACT
www.micropact.com

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Letter of Transmittal

January 31, 2019

State Purchasing Bureau
1526 K Street Suite 130
Lincoln, NE 68508

For: Nebraska Department of Banking and Finance (NE DBF) COTS Financial Licensing and Enforcement Software Solution

To Ms. Storant and Ms. Gilliand,

MicroPact Global Inc. (MicroPact) is pleased to provide a response to the Nebraska Department of Banking and Finance (NE DBF) COTS Financial Licensing and Enforcement Software Solution RFP.

First, and foremost, we want to thank you for being a valued and loyal customer. MicroPact is the largest provider of State-based financial regulatory systems in the country. For decades, we have been at the forefront of the financial regulatory marketplace, with our clients, building and implementing regulatory solutions. Our customers are the lifeblood of our business and are the reason we are able to continuously build and develop new and innovative solutions for the marketplace. We appreciate your business and hope we can earn your business once again!

We know that implementing a financial licensing and enforcement software solution like this one can be complex, time consuming, and expensive. We challenged our professional services teams to simplify the project, evaluate options to shorten the project duration, and reduce the project costs.

NE DBF has provided substantial detail in the RFP plus we had our support and implementation teams do a comparison between the RFP requirements and the current CAVU functionality for a high-level a gap analysis.

During our evaluation of your detailed requirements, we determined several key areas that would require extensive modifications to the CAVU product suite. Several of these areas are:

- Improved Search Capabilities
- Configurable screen labels
- Enhanced revenue capabilities
- Additional interfaces
- Reporting enhancements
- Enhanced workflow for agency processes
- Enhanced page and data element permissions
- Product extendibility with APIs

Based on our overall assessment, the effort to provide these extensions and enhancements does not meet the Department's longer-term goals or align to a future vision of the financial regulatory market, therefore, MicroPact has chosen to propose our ETK Regulatory solution.

For the past three years, MicroPact has been building a market-leading financial regulatory solution, ETK Regulatory, in partnership with several Banking agencies. We have extracted the best business capability from across all of our banking solutions (CAVU, ACO, and Versa).

Our solution is an established software platform that has been in production and evolving for over a decade. The platform is always being enhanced and upgraded to meet the most stringent technology standards and capabilities. As a benefit of selecting MicroPact's ETK Regulatory solution, we are Section 508 compliant and FedRAMP-certified at the FISMA "Moderate" level, meaning that the software, platform, and hosting environment have undergone and passed 325 separate security controls annually. This Federal Standard exceeds that of many software systems, and ensures safety and security of the solution.

We have carefully reviewed your RFP requirements and feel this option provides the best long-term value for Nebraska. We ask that you consider:

- MicroPact has an excellent track-record of success in: Banking and Finance, Licensing, the specific business functions identified in this proposal, and working with State Government and Federal agencies in system transformation.

- We will utilize a proven, repeatable implementation methodology to help support and guide your project

- MicroPact has built a conversion tool-kit to convert the data from the existing CAVU solution.

- We have proposed an empowered, highly available, experienced, qualified, project team to have the system upgraded and live in 12 months

- Our proposed organizational structure will help drive team performance throughout the lifecycle of the implementation

- The proposed solution is cloud-based and will be 'future-proofed' to provide substantial benefits long into the future

ETK Regulatory is compliant not just with FedRAMP, but also many technology standards, including but not limited to the following:

- ***Platform Standards*** – ETK Regulatory is Java-based and leverages the open standards of its underlying Java Enterprise Edition (EE) platform to provide database independence, platform independence, and operating system independence. For all configuration activities, ETK Regulatory leverages Web-based technologies such as Java, JavaScript, HTML, and CSS.

- ***Industry Standards*** – ETK Regulatory supports Java EE-compliant Web services, including Simple Object Access Protocol (SOAP)-based eXtensible Markup Language (XML) message exchanges, and/or Representational State Transfer (REST) services based on Hypertext Transfer Protocol (HTTP) verbs (i.e., post, get, put, delete). For data exchange with other systems, ETK Regulatory can leverage any standard protocol such as HTTP/HTTPS, File Transfer Protocols (FTP/SFTP), and common internet file systems such as Server Message Block (SMB). The software also facilitates import and export of data in Graphical User Interface (GUI), Comma Separated Value lists (CSV), Tab Separated Value lists (TSV), Data Interchange Format (DIF), and most delimited formats.

- ***Federal Standards*** – MicroPact's ETK Regulatory product has been produced using well-defined practices and procedures, such as 48 CFR, Chapter 1, Part 12 (Federal Acquisition Regulation (FAR) Part 12). The ETK Regulatory COTS solution meets or exceeds established Government and SBA standards for IT systems and specifically BPM systems, including but not limited to:

    - BPM Object Management Group (OMG) standards
    - FedRAMP Cloud Service Provider security standards
    - OMB Circular A-130, Management of Federal Information Resources, guidelines
    - Federal Information Security Management Act (FISMA) Information Security guidelines
    - Federal Information Processing Standards (FIPS) Information Security guidelines
    - National Institute of Standards & Technology (NIST) Special Publication 800-53 Risk Management Framework (Categorize – Select – Implement – Assess – Authorize – Monitor)
    - Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) Risk Management Framework
    - Director of Central Intelligence Directive (DCID) 6/3 Risk Management Framework
    - Homeland Security Presidential Directive 12 (HSPD-12) identification/authentication standards
    - DoD 5015.2 Electronic Records Management Design Criteria
    - Rehabilitation Act of 1973 – Section 508 Accessibility standards
    - Health Insurance Portability and Accountability Act (HIPAA) standards for protecting sensitive information

We look forward to answering any questions about this proposal. If you have any questions, you may contact either myself or Kevin Schindler at (703) 431-4872 or kevin.schindler@micropact.com.

Regards,

Jim MacLaggan
Vice President, Regulatory Portfolio
jim.maclaggan@micropact.com

Request for Proposal Form (VI.A.1)

Please see next page for our Request for Proposal Form.

Following the Request for Proposal Form is our response to Sections II through VI.

REQUEST FOR PROPOSAL FORM (VI.A.1)

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.
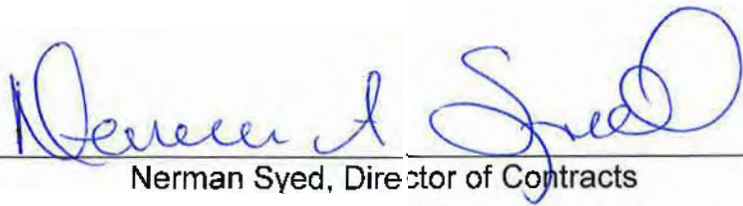
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	**MicroPact Global, Inc**
COMPLETE ADDRESS:	12901 Worldgate Drive, Suite 800, Herndon, VA 20170
TELEPHONE NUMBER:	703-709-6110
FAX NUMBER:	703-709-6118
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Nerman Syed, Director of Contracts

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			**Please see our EULA (Appendix A) which should be incorporated into any contract.**

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Vendor Contract Manager
Vendor
Vendor Street Address
Vendor City, State, Zip

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E.   CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
NB			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP.   Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

For all changes, the Contractor shall follow the Change Management Plan in Section V.E.2. Any in-scope changes will require a written change order that will generate an Amendment to the Contract. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F.   NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
NB			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G.   BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
NB			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
initialed			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
initialed			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
initialed			

1. **GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3.   **PERSONNEL**
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4.   **SELF-INSURANCE**
The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5.   The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K.   ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L.   RETAINAGE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

The State will withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable ninety (90) days after successful completion of Implementation and Training. Upon completion of the project plus ninety (90) days, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

M.   PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be $75,000. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

N.   ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

O.   CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

P. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.
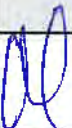
Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

R. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

The contract may be terminated as follows:
1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:

    a. if directed to do so by statute;
    b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

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c.   a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;

d.   fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;

e.   an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;

f.   a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

g.   Contractor intentionally discloses confidential information;

h.   Contractor has or announces it will discontinue support of the deliverable; and,

i.   In the event funding is no longer available.

S.   CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
N			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1.   Transfer all completed or partially completed deliverables to the State;

2.   Transfer ownership and title to all completed or partially completed deliverables to the State;

3.   Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;

4.   Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;

5.   Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;

6.   Return or vacate any state owned real or personal property; and,

7.   Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. **EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. **COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E.   PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F.   OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	(initialed)	Strike "unlimited"	**The right to publish should not be absolute and should consider IP rights of the contractor.**

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G.   INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			Our cyber liability is $5,000,000

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1.   Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2.   Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3.   Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**
    The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**
    The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

    The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. **EVIDENCE OF COVERAGE**
The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Banking and Finance
Attn: Contract Manager
1526 K Street, Suite 300
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. **DEVIATIONS**
The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			
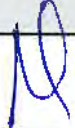
By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J.   STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K.   SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L.   ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(initialed)			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M.   NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N.   DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O.   DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A.   **PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**
Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B.   **TAXES (Statutory)**
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C.   **INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should sent 1526 K Street, Suite 300, Lincoln, NE 68508. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D.   **INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E.   **PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services

provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F.   **LATE PAYMENT (Statutory)**
The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G.   **SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H.   **RIGHT TO AUDIT (First Paragraph is Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[initialed]			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Corporate Overview (VI.a.2)

Bidder Identification and Information (VI. A.2.a)

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Full company: MicroPact Global, Inc.

Address: 12901 Worldgate Drive, Suite 800
Herndon, VA 20170

Entity Organization: Corporation

Incorporated State: Delaware

Incorporated in: 2007

History: On August 14, 2015, MicroPact Inc., the leader in Data-First™ Case Management and Business Process Management software merged with Iron Data Solutions, Inc., a leader in case management and regulatory software solutions used across 49 states and the federal government. Since the merger, Iron Data Solutions, Inc. changed its name to MicroPact Global, Inc. and MicroPact Inc. changed its name to MicroPact Federal, LLC. These companies are wholly owned subsidiaries of Indigo Holding Company, Inc. and do business as MicroPact.

Financial Statements (VI. A.2.b)

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

MicroPact is not a publicly held corporation. In 2018 it had $74M in annual revenues, approximately 465 employees, and has a $10.0M line of credit with a $0 balance currently.

Reference:

Gene Columbus
VP of Commercial Banking
Regions Bank
901-580-5122
Gene.Columbus@Regions.com

CORPORATE OVERVIEW (VI.A.2)

Change of Ownership (VI. A.2.c)

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

We do not anticipate any change in ownership in the next twelve (12) months. Should this change, we will notify NE DBF.

CORPORATE OVERVIEW (VI.A.2)

Office Location (VI. A.2.d)

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Our headquarters are located in Herndon, VA.   In addition, we have offices in the following locations:

- Denver, Colorado
- Memphis, Tennessee
- Mobile, Alabama
- Raleigh, North Carolina
- Newnan, Georgia
- Richmond Hill, Georgia
- St. Louis, Missouri
- Toronto, Ontario
- West Bonifacio Global City, Philippines

Most of the work will be performed at our Raleigh, NC or Herndon, VA offices, however we may use resources which work out of any of the above offices.

CORPORATE OVERVIEW (VI.A.2)

Relationship with the State (VI. A.2.e)

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

MicroPact (formerly Iron Data) contracted with NE DBF to provide CAVU eLicense in May 2011 (Contract #48202-O4), with maintenance lasting until June 30, 2020. In addition, NE DBF added the eLicense Online in February 2017 (Contract #75700-O4), with maintenance also lasting until June 30, 2020. MicroPact was a Software provider and implementing vendor, offering management of the implementation and support of the eLicense solutions. The project has involved considerable data consolidation and conversion, and implementation of all contracted system functions.

CORPORATE OVERVIEW (VI.A.2)

Bidder's Employee Relations to the State (VI. A.2.f)

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

None of our key personnel is/was an employee of NE in the past 12 months. No current employees of NE are employed by MicroPact.

CORPORATE OVERVIEW (VI.A.2)

Contract Performance (VI. A.2.g)

> *If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.*
>
> *It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.*
>
> *If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.*

MicroPact has not had any contracts terminated for default. We have had a few terminations for convenience over the years, resulting from budgetary constraints or the customer's decision to move in a different direction. MicroPact does not track terminations for convenience or contracts that expired and elected not to renew.

CORPORATE OVERVIEW (VI.A.2)

Summary of Bidder's Corporate Experience (VI. A.2.h)

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

vi. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:

a) The time period of the project;

b) The scheduled and actual completion dates;

c) The Contractor's responsibilities;

d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and

e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

vii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

viii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

Montana Division of Banking and Financial Institutions Banking Online Licensing Database (BOLD)

Contract Name	Banking Online Licensing Database (BOLD) This System incorporates eLicense and eLicense Online.		
Customer	Montana Division of Banking & Financial Institutions		
Contract Number	NIC/Iron Data Revenue sharing Agreement dated 10/31/2012	**Contract Value**	Products & Services - $405,500 Annual Maintenance - $50,000 1st Year Hosting $30,000 1st Year
Original Period of Performance	March 2012 – June 2013	**Period of Performance**	March 2012 – June 2013
Contract Type	Firm, Fixed Price	**Prime or Sub?**	MicroPact is a subcontractor to Montana Interactive
Customer POC (Name, Title, Email, Phone)	Wayne Johnston Licensing Manager 406.841.2918 WJohnston@mt.gov		

Project Description:

The mission of the Montana Division of Banking and Financial Institutions is to protect Montanans by licensing and regulating state-chartered banks and credit unions, along with

entities such as mortgage brokers, lenders, servicers, loan originators, escrow companies, finance companies, consumer lenders and deferred-deposit lenders. The Division, which has 30+ employees and offices in Helena and Billings, regulates more than 1,800 licensees and institutions, and conducts nearly 140 examinations each year.

When the Montana Division of Banking and Financial Institutions needed to replace their paper-based processes with a centralized, web-based licensing and regulatory system, they wanted something that was "tried and true" and didn't require dedicated IT staff. The Division found success with MicroPact's (formerly Iron Data) CAVU solution and managed hosting services. Strong leadership by MicroPact's skilled team led the agency's two-phase, fast-track implementation project to a successful completion.

Project Scope and Complexity:

In March 2012, the Division purchased MicroPact's CAVU software, a secure, Web-based commercial-off-the-shelf (COTS) solution built on Microsoft technology and a SQL Server database. The agency also contracted with Montana Interactive, LLC, with Iron Data acting as a subcontractor, to provide implementation services, managed hosting, software support and maintenance.

Phase 1 would get back office functionality live by the end of 2012. Phase 2 would quickly follow to give the Division's customers access through an online portal. "We met our mid-December Phase 1 goal," Johnston states, "but opted to delay our go-live date until January due to the holidays. I give Iron Data's staff full credit for meeting our goal. Their organization, development and communication skills are top-notch and kept our project on target."

CAVU back office deployment included the configuration of 14 license types and workflow processes for licensing and regulation, including scheduling, examinations and enforcement. To eliminate manual data sharing, Iron Data built interfaces between CAVU and the Nationwide Mortgage Licensing System (NMLS), the Federal Deposit Insurance Corporation (FDIC) and the state's ePass payment portal. Custom reports were also created.

Phase 2, which was completed by mid-2013, brought two key functions online. Deployment of the CAVU online portal allowed the general public to file complaints from the Division's Web site and gave licensees secure access to add or update account information, upload documents, make payments and complete surveys.

Project Relevance

- Licensing and Enforcement
- Workflow
- Project Management
- Interfaces
- Development

- Imaging Interface
- Federal and State Mandated Interface
- Reports
- Data Migration
- Training
- Web Development

Benefits

The Division has branded their centralized CAVU database as BOLD, for Banking Online Database. BOLD has become the agency's primary operating system across both office

locations and every employee uses the solution to some extent. Although the system is still relatively new, the Division is already seeing results.

Examinations are a critical piece of the Division's regulatory responsibilities. Before BOLD, a single bank exam would typically require a six-person onsite team and examiners were often on the road for two weeks at a time. Now, examiners take BOLD on the road with them. Thanks to CAVU's Web-based interface, laptop computers and portable scanners, fewer examiners will be needed on the job site because information can be shared remotely with the rest of the exam team back in the office.

"We expect this process to eventually cut our examiners' travel time significantly," Johnston states. "This should save money by reducing the cost for hotels, gas, meals and so forth. Less travel time should also improve the quality of life for our examiners and improve examiner retention within the Division."

BOLD has simplified the scheduling and examination process. "We can easily see which examiners are available when, and the system tells us when a financial institution is due to be examined," Johnston explains, "Our examiners use BOLD throughout the examination cycle, from scheduling all the way through to the exit interview and final closing of the exam."

If an examination uncovers a potential enforcement issue, BOLD automatically alerts the Division's legal team so the attorneys can take action. Similar alerts can be triggered by other functions, such as complaints. With built-in workflows and a number of template-based forms and letters, the agency's attorneys can spend less time on administrative tasks and more time enforcing state regulations.

Standardization isn't limited to legal. All of the Division's forms and letters are now consistent in both content and format. Reporting has been standardized, too. The agency's quarterly bank analysis reports used to be created in spreadsheets using FDIC call-report data and complex manual calculations. Similar spreadsheets were used to create licensee rosters and track revenue. "Iron Data built dozens of custom reports for us that have eliminated cumbersome, manual reporting processes," Johnston says.

The Division's customers also benefit from CAVU. "Having a secure system for sharing information means that we can provide services to customers faster," Johnston says. In addition, having an instant, online payment system speeds things up for new licensees, who no longer have to wait for their check to be processed before their license is issued, and is simply a more convenient way for all Division customers to pay an invoice.

The Banking Online Database Service is the result of an alliance between state government and the private sector. It is being cooperatively developed and supported by the Montana Division of Banking and Financial Institutions, the Montana Department of Administration's Information Technology Services Division, Iron Data, and Montana Interactive, LLC, a wholly owned subsidiary of eGovernment provider NIC (Nasdaq: EGOV).

CORPORATE OVERVIEW (VI.A.2)

Kansas Office of State Banking Commissioner Professional Software Licensing Database

Contract Name	Professional Software Licensing Database. This system incorporates eLicense and eLicense Online.
Customer	Kansas Office of State Banking Commissioner

Contract Number	OSBC Contract dated 04/24/2007	**Contract Value**	$512,510.00
Original Period of Performance	March 2014 – March 2015	**Period of Performance**	March 2014 – March 2015
Contract Type	Firm, Fixed Price	**Prime or Sub?**	Prime

Customer POC (Name, Title, Email, Phone)	Matt Hodges IT Director 785-296-1884 matt.hodges@osbckansas.org

Nature and Scope of Project

The eLicense system has allowed the OSBC to achieve significant cost savings as previously manually intensive tasks have now been automated. Used across the agency, eLicense is the unified home for all company complaints & legal cases, institution examinations, and license records. The online capabilities have made previously labor intensive processes more streamlined and reduced the amount of data entry needed. The OSBC also has an ever-growing library of custom made reports to assist in agency activities and track process on various tasks.

Project Relevance

- Licensing and Enforcement
- Workflow
- Project Management
- Interfaces
- Web Development
- Imaging Interface
- Data Migration
- Training

Nature of Client

The Office of State Banking Commissioner (OSBC) is charged with ensuring the integrity of regulated providers of financial services through responsible and proactive oversight, while protecting and educating consumers. The OSBC is regulates depository institutions and non-depository organizations and individuals. In addition, OSBC is responsible for examination and enforcement activities related to their regulated entities.

Nature of Client Audience

OSBC relies on the installed system to manage all aspects of the automation needs within the office. Internal office staff utilizes the chartering and licensing functionality of the system. Internal office staff also utilize the examination and enforcement capabilities contained within the system. Registered and non-registered external users interact with the system by accessing the publicly available web portal component. Registered external users are comprised of regulated entities that use the system for licensing administration. Including license renewals and initial applications. Non registered users (general public) utilize the system for license verification activities.

Lousiana Office of Financial Institutions Automation Upgrade

Contract Name	Louisiana Office of Financial Institutions Automation Upgrade		
Customer	Louisiana Office of Financial Institutions		
Contract Number	State of Louisiana Contract dated 01-18-2013	**Contract Value**	$1,003,000.00
Original Period of Performance	February 18, 2013 – June 30, 2014	**Period of Performance**	2013 - 2014
Contract Type	Firm, Fixed Price	**Prime or Sub?**	Prime
Customer POC (Name, Title, Email, Phone)	Danny Ragan IT Director 225-928-4308 dragan@ofi.la.gov		

Nature and Scope of Project

The Louisiana Office of Financial Institutions (OFI) automation upgrade project sought to replace legacy systems with a COTS case management solution that had specific state financial regulatory capabilities. Legacy OFI systems within the agency were largely internally developed systems with a dependence on a single resource for support. In addition, the Office sought a solution that integrated the primary functions in a single database. These functions include banking institution supervision, non-depository organization and individual supervision, and securities registrations and licensing.

Critical to the decision making process was the ability to acquire automated access to industry related external databases using system interfaces.

The Louisiana Office of Financial Institutions (OFI) is a state agency within the Office of the Governor. The agency is responsible for supervision and regulation of various entities that provide financial services to the citizens of the State of Louisiana. OFI is composed of four divisions. Three of the divisions are based on the general types of entities regulated: Depository Division, Non-depository Division, and Securities Division. The fourth division is the Executive Administration Division.

Critical to OFI are examination and enforcement activities related to all types of regulated entities. Funding for OFI is largely derived from examination fees.

OFI utilized internal resources for project management.

Users of the system are comprised of three main groups. First, the internal office staff uses the system to perform their daily activities that revolve around licensing, chartering, and registering regulated entities and financial instruments. These activities include lifecycle processing for over 80 types that the system manages. Internal staff also utilize the system to schedule and record results of examinations as well as to document all facets of enforcement cases.

External users to the system are general public users that have automated access to information related to licenses, charters, and registrations.

CORPORATE OVERVIEW (VI.A.2)

Summary of Bidder's Proposed Personnel Management Approach (VI. A.2.i)

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. Please submit resumes of Account Representative, Project Manager/Lead, and Lead Technical Analyst/Developer to be assigned, if awarded.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

MicroPact has over 4 decades of experience managing projects similar in size, scope, and complexity to the current client requirement; and large, complex programs and numerous smaller complex programs. We have learned that engineering activities and support activities must be planned, integrated, monitored, and controlled. Implementation of these activities will reduce risk and facilitate the new system having a positive impact on the operational mission of the department. MicroPact's management approach provides the client with access to our corporate structure for management oversight, while allowing for flexibility and responsiveness in task execution.

MicroPact is a fully matrixed organization, with all employees trained and available for reachback as necessary. We do not hire for any one particular project or program, but rather we hire for the overall capacity needed by the sum of all projects and programs within the Professional Services team. This allows staffing flexibility, as trained and experienced staff members can be made immediately available to augment a project for short durations. This approach leads to much shorter on-ramp times, mitigating any schedule risks associated with securing additional staff if necessary.

MicroPact's proposed key personnel for the NE DBF project are current full-time employees of MicroPact. These personnel are part of the Professional Services team and report to the MicroPact Chief Customer Officer, who reports to the MicroPact Chief Executive Officer. All MicroPact staff working on the project that have access to NE DBF-issued IT equipment will complete NE DBF authorization agreements, and will be subject to monitoring, consistent with the Consent to Monitoring provided upon login to NE DBF systems.

Labor Resources

For this engagement, MicroPact has proposed our standard project team staffing, based upon similar sized engagements and our experience with what it will take to get the job done. Please note that these roles are for the initial deployment only, and do not take ongoing Maintenance & Support into consideration. A listing of all labor resources follows:

1. **Project Manager (PM):** The Project Manager is responsible for providing overall management and project oversight. His/her role is to ensure the overall success of the project. As a

management "sponsor," the Project Manager serves as a point of issue resolution, as an escalation point, and as assurance to scope and budget issues. The Project Manager shall oversee the day-to-day operations of the DBF project, functional and technical. The Project Manager shall interact daily with both the State and the MicroPact team to verify that the project is on track and requirements are being met. The Project Manager shall work closely with the State on activities such as status meetings and reports, addressing risks and issues, and acting as the primary decision maker on behalf of project related issues.

2. **Application Engineer (AE):** The Application Engineer shall work closely with the State to design an appropriate schema and table structure to ensure all functional, security and disaster recovery requirements are met. The Application Engineer shall provide documentation related to the design, structure, and implementation of the database system and ensures the database is operationally ready for production. The Application Engineer shall work to optimize efficiency when integrating other Contractors' components, as applicable.

3. **Business Analyst (BA):** The Business Analyst shall be responsible for running meetings between the customer and vendor, and is responsible for requirement clarification with the customer. Typically, requirement clarification occurs by running JAD sessions and writing user stories that map to requirements. The BA then takes those clarified requirements and/or user stories and presents them to the AE for configuration, and works with the customer as needed for additional clarification.

4. **Data Base Analyst (DBA):** The Data Base Analyst functions as the data migration lead, and is responsible for leading the team ensuring that data is migrated effectively from system to system, and all associated requirements from the State's Statement of Work (SOW).

5. **Quality Assurance Representative (QA):** The QA representative shall be responsible for creating Test Cases based upon User Stories; testing completed development work utilizing test cases; testing completed development work utilizing Test Cases, and creating defects in JIRA/qTest. The QA Rep will ensure that the project is ready for deployment before final go live.

6. **Tech Writer/Trainer (TW):** The Tech Writer/Trainer oversees user training and development activities and will identify training needs, develop effective training programs, and supervise the work of other trainers. The Tech Writer/Trainer will have responsibility for managing training materials to include end-user and administrator.

In addition, we will be providing an Account Representative. The Account Representative will serve as an additional point to provide oversight and work with NE DBF to ensure the success of the project. Resumes begin on the next page. Resumes are provided for:

- Brad Cranford, Account Representative
- Tony Capelli, Project Manager
- Paul Cook, Application Engineer
- Alice Weng, Business Analyst (Lead Technical Analyst)

CORPORATE OVERVIEW (VI.A.2)

Brad Cranford – Account Representative

PROFILE

Over 20 years of transforming State and Local government efficiency through technologies and business process re-engineering.

- Highly motivated to introduce innovative solutions through industry knowledge, multiple regulatory software product knowledge and working closely with both potential and existing customers.
- Strong customers focus using a pragmatic approach to solving complex business problems and business inefficiencies.
- Subject matter expert in licensing and enforcement for business, financial, health, occupational, and professional regulation industry
- Areas of expertise:

  - Government Innovation
  - Legislative Analysis
  - Interpretive Product Presentation
  - Product Management
  - Account Management
  - Communication

EXPERIENCE

MicroPact

Sales Engineer, Solution Strategist, 2016 - Present

- Deep experience with multiple COTS licensing and platform products
- Manage the development and delivery of sales demonstrations (conceptual and product specific)
- Screen potential business deals by analyzing deal requirements while evaluating options and assigning internal priorities
- Coordinate and perform state level research to identify targets of opportunity to increase and new vertical markets for the sales pipeline
- Bring industry expertise to provide valuable insights and product feedback to the product team in an organized and actionable format to facilitate deeper market penetration
- Interpret business and technical project requirements in order to configure proof of concept prototypes

Deloitte Consulting LLP

Manager, 2015 – 2016

- Government regulatory subject matter expert (Licensing and Permitting) with experience in numerous regulatory vertical markets (Financial, Health, Professional/Occupational, Alcohol, Agriculture, etc.)
- Define enterprise approaches and level of effort for implementation team planning
- Define enterprise use case strategy and lead in the development of enterprise functional scenarios
- Lead teams in evaluation of project needs, review resource capacity, and provide allocation of resources based on skill, availability, and functional requirements
- Functional project leader assessing Salesforce.com capabilities to support regulatory business process and requirement needs for large scale enterprise projects.
- Lead implementation of enterprise standards and best practices with regulatory boards and commissions
- Experience creating detailed Statement of Works based on contractual or client business requirements

- Lead Steering Committee and Executive Level sessions regarding strategy vision and implementation roadmap
- Lead teams performing business process re-engineering for efficiency and best practices in adopting new technologies

Iron Data Solutions
Director of Technical Solutions, Director of Business Implementations, 2010 - 2015

- Expertise with multiple COTS licensing products (Versa, CAVU, ACO STAR)
- Leadership in pre/post-delivery operational studies to review and gather business and technical requirements
- Implementation of enterprise standards and best practices with COTS projects
- Manage the development and delivery of sales demonstrations (conceptual and product specific)
- Screen potential business deals by analyzing deal requirements while evaluating options and assigning internal priorities
- Close new business deals by coordinating requirements, developing and negotiating contracts, and integrating contract requirements with business operations statements of work.
- Coordinate and perform state level research to identify targets of opportunity to increase the sales pipeline
- Evaluate project needs, review resource capacity, and provide allocation of resources based on skill, availability, and development requirements
- Bring industry expertise to provide valuable insights and product feedback to the product team in an organized and actionable format to facilitate on-going client-driven product development
- Interpret business and technical project requirements in order to configure Commercial of the Shelf (COTS) software

EDUCATION / TRAINING

- Master of Science, Management Information Systems (M.S. MIS), Strayer University, Washington DC
- Bachelor of Science, Criminal Justice, Minor in Industrial Technology – Electronics concentration, Appalachian State University, Boone, North Carolina

References

- **Jason Sunstrom, Director, Office of Division Wide Programs and Systems**
  Colorado Department of Regulatory Agencies, 1560 Broadway, Suite 1350, Denver, CO 80202
  jason.sunstom@state.co.us
  303-894-7800

- **Dennis Geshel, Portfolio Manager – Connecticut Bureau of Enterprise Systems and Technology**
  55 Farmington Ave, Hartford, CT 06105
  dennis.geshel@ct.gov
  860-622-2214

- **Darrin Bacca, eLicening PM/Enforcement Supervisor – Colorado Department of Education**
  6000 E. Evans Building 2, Suite 100, Denver, CO 80222
  Bacca_D@cde.state.co.us
  303-866-6854

Tony Capelli – Project Manager

Profile

- Certified Project Management Professional.
- 15+ years project management experience on large private and public sector projects.
- 10+ years specific recent experience with State government regulatory systems implementation projects including project delivery, business process workflow analysis, project management, system deployment / training and team management with a focus on customer service.
- Excellent written and oral communication skills.
- Strong ability to grasp new concepts, methodologies, and processes resulting in rapid acquisition of subject matter knowledge of client programs and processes.

Selected Project Experience

- Project Manager/Senior Business Analyst of a back office system upgrade and new licensing web portal for Florida Medical Quality Assurance Division (MQA). Responsible for all formal project deliverables and resource scheduling, issue resolution, change management, project status and reporting. This is a large central regulatory agency managing over 150 regulated professions/organizations pertaining to health/medicine.
- Project Manager of a back office system upgrade and new licensing web portal for Texas Alcoholic Beverage Commission (ABC). Responsible for all formal project deliverables and resource scheduling, issue resolution, change management, project status and reporting. This is a large central regulatory agency managing over 600,000 license holders and close to 70 regulated professions/organizations pertaining to alcohol.
- Management of a development project for a new licensing web portal for a Florida Department of Business and Profession Regulation (DBPR) that certifies over 300 regulated professions and businesses.
- Project Manager/Account Manager for Virginia Department of Professional And Occupational Regulation (DPOR) responsible for all formal project deliverables and resource scheduling, issue resolution, change management, project status and reporting. This is a large central regulatory agency managing over 300,000 license holders and close to 285 regulated professions.
- Project Manager for Texas Department of State Health Services (DSHS) responsible for all formal project deliverables and resource scheduling, issue resolution, change management, project status and reporting. This is a large central regulatory agency managing over half a million license holders and over 240 regulated professions.
- Management of a development project for a new licensing web portal for a Georgia regulatory agency that certifies health professionals.

CORPORATE OVERVIEW (VI.A.2)

Technologies

- Databases: Oracle, SQL Server, DB2, MS Access
- Languages: PL/SQL, Transact-SQL, Visual C#, Java2, UNIX Script, PL1
- Tools: Mercury TestDirector, MS Office Tools, MS Project, Visio

Education and Personal History

- Project Management Professional, Project Management Institute (2004)
- IBM Certified Specialist, DB2 UDB Applications Development
- Fellow, Life Management Institute designation with honors from the Life Office Management Association (LOMA)
- B.S., Computer Science and Mathematics, Minor: Statistics
  University of Toronto

Professional References

- **Jay Webster,** Director of Innovation & Technology
  Texas Alcohol Beverage Commission (TABC)
  5806 Mesa Drive, Austin, Texas 78731
  Jay.Webster@tabc.state.tx.us
  (512) 206-3452

- **Weizhen S Moline,** Branch Manager
  Texas Health and Human Services Commission (THHSC)
  1100 West 49th St., Austin, Texas 78756
  Weizhen.Bao@hhsc.state.tx.us
  (512)834-6691

- **Michelle Marowski,** Senior Project Manager
  Florida Department of Business & Professional Regulation (FLDBPR)
  2601 Blair Stone Road, Tallahassee, FL 32399
  Michelle.Marowski@myfloridalicense.com
  (850) 717-1004

CORPORATE OVERVIEW (VI.A.2)

Paul Cook – Application Engineer

Profile

- Senior Application Engineer with over 18+ years' experience in Java, C++, and SQL with reporting, problem solving, lead experience, and Agile programming experience
- Known as the "go to" guy in the office if you need something done, especially when others say no, I say yes.

Professional Experience

MicroPact

Senior Application Engineer - April 2014-Present

Lead application design, develop and maintain various project applications, developed in ETK Regulatory custom beanshell, java, reporting tool, develop custom Java, Jasper Reports, SQL logic, design sites using, scriptlet objects, AJAX, JSON, jQuery, Data Tables and Extjs, provide LOE estimates to PM based on customer requests and assist other Application Engineers

LIST

Senior Java Engineer - December 2013 - March 2014

Worked on conversion effort from legacy java application to J2EE application, converted java 1.3 client/server classes to 1.7 J2EE webservice and redesigned Oracle database tables from Oracle 8 to Oracle 11

Broadpoint

Application Engineer - June 2013 – December 2013

Develop and maintain various project applications, developed in ETK Regulatory custom beanshell, java, reporting tool, develop custom Java, Jasper Reports, SQL logic, design sites using, scriptlet objects, AJAX, JSON, jQuery, Data Tables and Extjs, provide LOE estimates to PM based on customer requests

USDA APHIS Animal Care GS-2210-13

IT Specialist/Senior Java Lead - October 2008 – June 2013

Developed and maintained ACIS (Animal Care Information System) Application, database schema, BI Publisher and jasper reports, used ADF Faces J2EE connected to an Oracle 10G database for ACIS application work, created deployment software to roll out database and application to all field staff, created public searchable interface for inspection reports created in ACIS to be shown with or without Adobe Acrobat, built interface and GUI for web based redaction of PDF's

Inficare Tech

Senior Java Developer - February 2008 – October 2008

Migrated existing USDA Oracle Forms application into web based J2EE application and implemented Oracle BI Publisher for reports, developed lite version to be used on all field clients running Oracle Lite, and used ADF application layout, for ease of use and excellent backend database control

One Force

Senior Developer - December 2007 – February 2008
Supported USAF gate logic web based software and developed PL/SQL in Oracle 10g, developed new system layout and Client/Server application in C++

Maclean Advanced Tech

Java Developer - January 2007 – December 2007
Responsible for system design and development for US Marine Corps STRATIS warehouse management system migration from legacy system to web-enabled system, developed JSF/JSP Web Application with Oracle Developer, designed using ADF Java Server Faces and AJAX, in Oracle DB environment

Tritekcorp

Director IT - October 2000 – January 2007
Responsible for managing IT department and acting as Lead Developer on projects such as CrystalLIMS, Snapdragon, etc…

Project Experience

ECAPE, Saint Jude, DOL Appeals, DOI OIG, GAO FAIS, CSRA ROCS, CSRA BICS, FDIC, DOC-WC, NECMC, ATF AIM

Technologies

- **Languages**: Java, ADF, APEX, C++, VB, ASP, PHP, JSP, SQL, HTML, .Net, Flash, PL/SQL
- **Platforms**: Windows, Mac, Linux
- **Networking**: TCP/IP, Client/Server
- **Tools**: APEX,Borland, Visual Studio, Jdeveloper, Flash, Photoshop, Pagemaker, Frontpage, Help Scribbler, Sql Developer, BI Publisher, Jasper reports, Oracle Mapviewer, Oracle Mapbuilder, jQuery, DataTables, Extjs, Beanshell

Education and Personal History

Northern Virginia Community College, ICTS

Certifications

Certified ETK Regulatory Developer

References

- **Jeremy James, Vice President of Portfolio Delivery at MicroPact**
  12901 Worldgate Drive, # 800, Herndon, VA 20170
  jeremy.james@micropact.com
  703-272-2921
- **Mark Hubbard, Director, Solutions Management**
  12901 Worldgate Drive, # 800, Herndon, VA 20170
  Mark.Hubbard@micropact.com
  703-234-2976
- **Waqqaas Chohan, Director, Sales Engineering**
  12901 Worldgate Drive, # 800, Herndon, VA 20170
  Waqqaas.Chohan@micropact.com
  703-657-5698

CORPORATE OVERVIEW (VI.A.2)

Alice Weng – Business Analyst

Profile

- Business Analyst with 4+ years of experience in supporting, configuring, requirements gathering, and designing MicroPact's Java/web-based case management applications for state and federal government agencies
- Micropact 2016-Q1 MVP

Professional Experience

Micropact

Business Analyst - November 2017 – present
Understanding clients' business processes in gathering requirements, Translating requirements into configurations and design documents for our regulatory software; Identifying gaps in business processes and software capabilities; Applying configurations on software in delivering the final product to clients

Support Business Analyst, Product Operations - June 2017 – November 2017
Handled ETK Regulatory and icomplaints issues and inquiries intake; Provided first-level triaging analysis to identify the point of failure as well as to document all necessary details in replicating the point of failure; Coordinated between clients and Application Engineers (AE) in delivering fixes as well as minor enhancements on the software; Provided guidance to clients on understanding the software in allowing them to utilize and configure ETK Regulatory and icomplaints

Support Business Analyst, Licensing and Regulations | September 2014 – June 2017
Handled Versa suite issues and inquiries intake as the primary support for a number of state government agencies; Provided first-level triaging analysis to identify the point of failure as well as to document all necessary details in replicating the point of failure; Coordinated between clients and developers in delivering fixes as well as minor enhancements on all three of the Versa suite – Versa:Regulation (VR), Versa:Online (VO), and Versa:Mobile (VM); Provided guidance to clients on understanding the software in allowing them to fully utilize and configure the Versa suite; Gathered requirements and drafting designs on customizations to be developed on the Versa suite; Offered demonstrations of Versa:Mobile to prospective clients

Selected Project Experience

- State of Virginia, Board of Accountancy
- *ETK-R* - November 2017 – present
- Business Analyst
-
- State of Texas, Health Professions Council
- *VR & VO Upgrade* - September 2015 – July 2016
- Business Analyst

- Department of State Health Services
- *Versa: Mobile Enhancement* - June 2015 – October 2015

- Business Analyst

Technologies

- **Databases:** Oracle, SQL.
- **Micropact Products:** ETK Regulatory, ETK-R, icomplaints, Versa:Regulations, Versa:Online, Versa:Mobile.
- **Tools:** qTest, JIRA, Confluence, Salesforce, MS Office, SharePoint, SQL Developer, ReadyTalk

Education and Personal History

Bachelor of Mathematics, Mathematical Finance Co-op, Computer Science Minor, University of Waterloo, Waterloo, ON

References

- **Richard Worthington**
  905 Barnford Mill Road, Wake Forest, NC 27587
  Rkw0826@yahoo.com
  919-518-7075

- **Eric Robb**
  erobb79@gmail.com
  910-599-3998

- **Rajesh Gaikwad**
  8601 Six Forks Road, Suite 540, Raleigh NC
  Rajesh.Gaikwad@MicroPact.com
  919-800-4889

Subcontractors (VI. A.2.j)

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide: name, address, and telephone number of the Subcontractor(s);

ii.   specific tasks for each Subcontractor(s);
iii.   percentage of performance hours intended for each Subcontract; and
iv.   total percentage of Subcontractor(s) performance hours.

We are not currently planning to have any subcontractors on this effort.

Technical Approach (VI.a.3)

The technical approach section of the Technical Proposal should consist of the following subsections:

Understanding of the Project Requirements (VI. A.3.a.)

Project Requirements

A product, module, component or service is to be considered "required" if it is needed to meet any requirement set forth in this RFP. If bidders have products, modules or services that exceed the scope of the requirements set forth in this RFP and those products, modules or services cannot be separated out from the required functionality without negatively affecting the core functionality or services, or cannot be priced separately, then they are not considered optional and must be included in the core proposal and fixed price bid.

MicroPact is the largest provider of State-based regulatory systems in the country. For decades, we have been at the forefront of the regulatory marketplace, with our clients, building and implementing regulatory solutions. Solutions that offer lifecycle support for a wide range of complex business processes. There is an art to the business of regulation and an understanding that comes from experience and numerous successful implementations.

Our approach to this response and our proposed solution was to look first to your overall business challenges and the desired direction of the NE DBF. Likewise, it is important that your vendor recognize your day-to-day staffing and resource constraints, the need for long-term maintainability, and the flexibility of the solution to adapt to your future needs. As we already work with NE DBF, we are familiar with the individual needs of the agency, and can start with this baseline understanding as we prepare to migrate CAVU to ETK Regulatory.

We have carefully reviewed your RFP requirements and offer our solution for your review. We ask that you consider:

- MicroPact has an excellent track-record of success in: Licensing, Banking, Finance, the specific business functions identified in this proposal, and working with State Government in system transformation.

- We will utilize a proven, repeatable implementation methodology to help support and guide your project.

- We have proposed an empowered, highly available, experienced, qualified, project team to have the system live in 12 months.

- Our proposed organizational structure will help drive team performance throughout the lifecycle of the implementation.

Figure 1. Solution Introduction

- The proposed solution is cloud-based and will be 'future proofed' to provide substantial benefits long into the future

In the following pages, we introduce our solution approach, which coalesces around three core pillars. See Figure 1: Solution Introduction.

- **Industry Leading Solution**
- **Proven Project Approach**
- **Experienced Team**

Industry-Leading Solution

At the heart of our proposal is our ETK Regulatory case management system. Over ten years of product development toward the ETK Regulatory platform has led to a system with many capabilities that will support the Department and at the same time provide the required level of transparency to all users of the new system. ETK Regulatory offers integrated automated workflow, as well as configuration capabilities that allow our system to grow with the Department as it responds to new and different regulatory requirements.

We also offer optional extension points for advanced analytics and a fully featured integrated document management. As a platform product that is owned, supported, and enhanced by MicroPact, the Department can be assured that the ETK Regulatory product will continue to stay abreast of industry trends as well as technology innovations through MicroPact's software product roadmap and accompanying release schedule.

Case management systems have become the "must have" solution for Departments due to their flexibility and their unique ability to document and memorialize the many facets of complex regulatory bodies. We have framed our solution introduction around the most critical evaluation criteria for NE DBF:
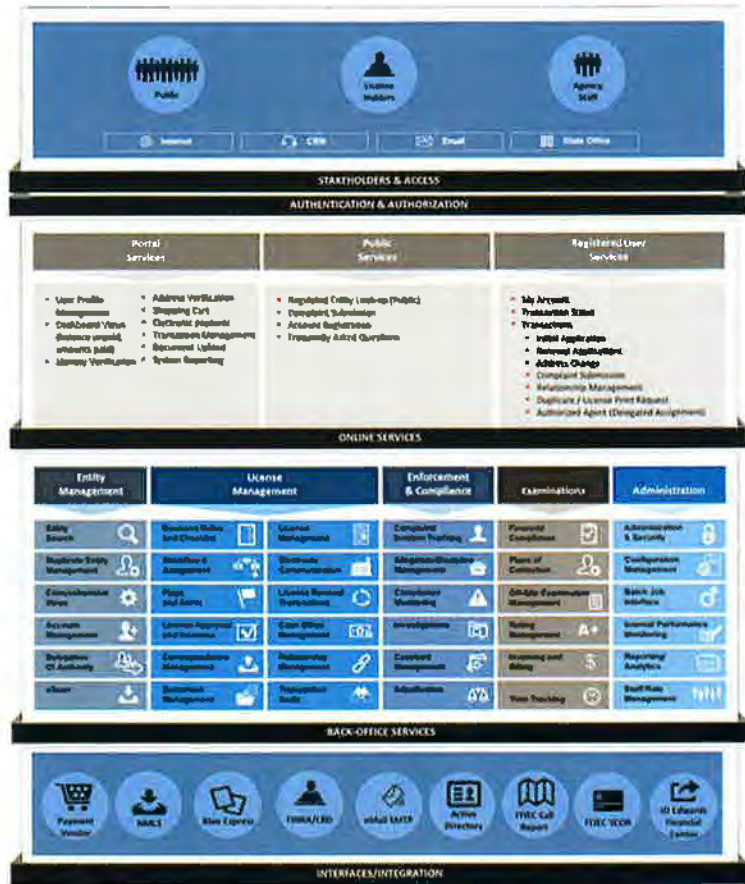
Figure 2: Banking and Securities Solution Architecture

- **Banking and Finance Capabilities:**   We understand your business!
- **Case Management Platform:**   We address broader operational needs!

MicroPact understands that many documents and related data will be confidential in nature. In many cases, the confidential information will involve industry trade secrets that must be processed with extreme care

Our solution features:

- Our Banking and Securities solution combines of the out-of-the-box modules and features required by a regulatory agency combined and interconnected with an extensible case management/business process management platform built on a modern, open, configurable and flexible architecture

- The ability to make NE DBF more self-sufficient and to adapt and extend the solution as the Department requirements evolve and in response to changes in law and policy

- A solution that reflects the leading business processes of multiple state public utility agencies

- A platform built for integration, offering business services that are provided through both the core MicroPact application and through a flexible, open set of web services available for use in customer-facing portals.

Case Management Platform

As our customers' operational mandates have expanded, we have identified more business services not directly related to the utility management process, but are critical to the Department's needs (i.e. general counsel capability, FOIA request management, reasonable accommodation, hearings and appeals management, etc.). Our platform leverages MicroPact's core capability and tightly integrates the platform capability to add additional functionality as needed.

As a result, when we deploy system extensions, 80%+ of the solution is pure configurable COTS platform, and configuration for requirements that are highly unique to the State. Further, if coding is required, it occurs on top of the base product at the application layer, allowing for rapid implementation. This capability is a true differentiator in the marketplace.

This is a game changer in the industry. We're not trying to transfer a solution from another State. Our approach finally gives the power to the customer to construct a Nebraska-focused solution that solves your unique business problems. Our solution will provide the Department with a complete enterprise, integrated software solution that is robust, flexible, configurable, and cloud-based.

Proven Project Approach

We know that delivering projects of such complexity requires a lot of experience, an ability to adapt, and the flexibility to deliver a customer-focused solution. MicroPact was the original developer and implementation partner for the current CAVU system. We have a long-standing relationship and have acted in the capacity of a trusted advisor for over 8 years. Since MicroPact is the developer of the original system and owner of the upgraded system, we best understand the data model, the underlying functionality, and the overall system capability. It is this experience we have used to understand the 'as is' model in order to make sure we can deliver the 'to be' functionality.

We know understand both the current CAVU implementation and the ETK Regulatory banking and securities solution. To minimize project risk we have built conversion tools that can extract both the data and the existing configuration.

We acknowledge the current system has aged and there is an opportunity to evaluate current business processes for additional efficiencies, provide enhanced automation, and expand the system capability. We will use the baseline ETK Regulatory solution built for the financial marketplace to facilitate those improvements.

We introduce our project approach around the two most critical evaluation criteria for NE DBF:

- **Manage Project Risk:**   A low-risk approach!
- **Outcome Focused:**   We focus on achieving your goals!

Manage Project Risk

When developing our proposed implementation approach for the NE DBF Project, we focused our attention on two key drivers: managing risk and achieving outcomes. The MicroPact Team have successfully delivered solutions of similar size and complexity as NE DBF using a hybrid of a waterfall and agile approach, and have brought that knowledge and experience to bear here. Our approach proactively mitigates risks, manages the timely resolution of issues, and positions NE DBF to achieve your stated goals and be well-positioned for continuous improvement. With our approach we:

- **Provide Opportunities for Early and Frequent User Involvement**: Business users and IT sponsors can never be involved too early in the configuration process. An effective plan to engage the steering committee and user communities at key points throughout the project lifecycle helps increase buy-in to the proposed solution, improve agency processes and can eliminate costly rework associated with major changes being identified late in the project cycle.

- **Leverage "out of the box" Functionality**: Using "out of the box" functionality from MicroPact's Product Suite, we propose leveraging COTS core business functions to lower the NE DBF Project implementation risk, facilitate process standardization, and improve long-term operations and maintenance of the NE DBF solution.

- **Use a Phased Released Implementation**: The need for business change should be balanced with the requirement to maintain business continuity. We have focused the first release on establishing the base functional and technical infrastructure to support the remaining releases and provide the most benefit.

TECHNICAL APPROACH (VI.A.3)

- **Identify Opportunities for Resource Mix and Knowledge Transfer**: A project like NE DBF provides an opportunity to include a wide variety of resources bringing a strong mix of knowledge and experience. A key success factor is to identify and staff the right mix of NE DBF, system integration, and software vendor resources that together can successfully deliver the NE DBF and can enable a 'learn by doing' approach to knowledge transfer.

- **Promote Early and Proactive Quality Assurance**: Quality Assurance (QA) is too late when it involves inspecting work that already has been completed. True quality is built into the work as it is done via the implementation and adherence to structured, comprehensive planning, development, testing, and implementation processes. Our approach is to put QA tools and techniques in place and in use on day 1.

NE DBF – Outcome Focused

This project is about the NE DBF and its key stakeholders. While we have proposed an established solution and a proven approach, this is all about achieving the Department's desired outcomes. Our approach is focused on capturing the outcomes early and designing our project to achieve those outcomes.

An Early Focus on Requirements Validation. We start with your business, not the technology. During the initial project phase, we work collaboratively with you in structured workshops to establish a firm base of requirements for the project. We will document your requirements and outcomes in a Requirements Traceability Matrix (RTM). Through this process, we will collaboratively confirm and build to NE DBF's specifications.

While we have diligently reviewed and confirmed our ability to meet your requirements, your needs and desired outcomes are broader than just your requirements. It is important to have a vendor that brings deep subject matter experience, a market proven solution, and a collaborative approach to the implementation, as well as a broad market view.

Experienced Team

Our team will integrate and partner with yours through every step of the process to deliver the best solution and to enable a smooth transition. Through our past performance at Nebraska Department of Banking and Finance, in the large enterprise projects, and in the broader regulatory arena, we have established a proven engagement approach. We develop and execute plans together. We work to build trust and agreement early so we can manage expectations throughout the life of the project. This collaborative style is critical to the success of large complex engagements.

We have framed our team introduction around the most critical evaluation criteria for NE DBF:

- **An Experienced Team**:   We've done this before, many times!
- **On-site Delivery**:   We'll be working with you, side-by-side!

To effectively meet the requirements of the NE DBF Project, we have hand-picked an experienced team to provide local support and has familiarity with the Department.

MicroPact's headquarters is located in Herndon, VA with offices in Denver, CO; Memphis, TN; Mobile, AL; Raleigh, NC; Newnan, GA; Richmond Hill, GA; St. Louis, MO; Toronto, ON; and Manila, Philippines. MicroPact holds contracts with agencies in 49 states and two territories.

MicroPact's case management and regulatory solutions, such as ETK Regulatory and ETK Regulatory are used by 97 percent of federal agencies with more than 500 employees. They support users in a wide variety of case management areas such as legal, courts, jails, corrections, background investigation, and other areas of law enforcement and justice. MicroPact's customer retention rate is 97 percent, a testament to customer satisfaction, and 80 percent% of its customers implemented two or more of their case and business process management solutions.

Business Requirements

The Financial Licensing and Enforcement Software Solution, which will be relied upon by the Department to record and retrieve information regarding Department functions, serves as the database of all current and proposed entities and individuals. The Department is seeking software to:

1. *Track approval, denial, renewal and expiration of licenses, registrations and charters;*
2. *Enable efficiencies such as manageable workflow, work in process tracking, and the ability to historically save an archive of license, registration and charter activity;*
3. *Track employee assignments, expenses and hours logged against enforcement and examination activities;*
4. *Generate billing, track changes based upon trigger events, archive billings and assessments;*
5. *Attach examination, investigation and complaints to the appropriate license as well as monitor statistics and document types for significant trends;*
6. *Customize document retention policy expiration and document destruction approval policies and workflows;*
7. *Allow easy routine searches and offer advanced search capabilities of current and historic information;*
8. *Allow role based case management, workflows and licensee monitoring;*
9. *Allow for the creation of custom data import and export processes;*
10. *Allow members of the public to securely submit complaints via internet portal;*
11. *Allow licensees to securely submit application, renewal and examination documents and fees via internet portal (Optional will not be evaluated).*

ETK Regulatory is a highly configurable, enterprise-level, Web-based application that provides a broad range of capabilities for inputting, processing, tracking, managing, and reporting on all types of records. This Web-based environment allows organizations to coordinate their work with other offices around the world 24/7. ETK Regulatory includes a number of specific features required by Government agencies for managing and tracking [customize – tie ETK Regulatory's abilities to current requirement]. Additionally, ETK Regulatory provides these capabilities in an environment offering maximum ease of use with minimal setup, configuration, and maintenance demands on the NE DBF.

The ETK Regulatory core platform employs a thin-client implementation that requires no client-side support files. ETK Regulatory provides secure user access through Web browsers. The browsers supported by ETK Regulatory are Microsoft Internet Explorer, Edge, Firefox, Google

Chrome, and Safari. This thin-client approach offers ETK Regulatory customers a number of significant advantages, including:

- Designated users have easy and flexible access to ETK Regulatory from any approved location – user access is not constrained by specific times or locations.

- Client-side access to ETK Regulatory is not burdened with additional files or applications.

- User access does not depend on the installation of client software on the local desktop.

- System maintenance requirements are centralized at the server, reducing overall system maintenance needs; changes or upgrades need to be done only once, at the server end, making upgraded functionality quickly and easily available to users.

In addition to the features discussed above, MicroPact/Partner understands the importance of designing, developing, and distributing software applications that are compliant with Rehabilitation Act - Section 508 accessibility requirements. All base applications developed by MicroPact, including ETK Regulatory, are compliant with Section 508 accessibility requirements. A copy of a completed ETK Regulatory Voluntary Product Accessibility Template (VPAT) can be found at http://www.micropact.com/508/ETK Regulatory-vpat/.

ETK Regulatory Structure
ETK Regulatory provides the principal functionality required for case and business process management and reporting. Some of these features include:

- Advanced administrative functions.
- Comprehensive system security capabilities.
- Record creation, tracking, and management capabilities.
- Extensive search capabilities.
- Reporting/querying capabilities.

ETK Regulatory Navigation
ETK Regulatory emphasizes ease of use and employs standard features that are familiar to users of Internet Explorer or other internet browsers. Among these features are the use of buttons and links for navigation as well as the use of drop-down menus and dialog boxes for data entry. While standard features greatly enhance the product's user-friendliness, some of these features also aid in limiting data entry errors and improving data integrity. This familiar interface will enable NE DBF staff to adapt to our system with ease, minimizing amount of time lost adjusting to a new system.

ETK Regulatory System Administration
ETK Regulatory provides a System Administration feature that emphasizes ease of use (**Figure 3** for example), which eliminates the need for specialized technical training for system administrators. This feature employs familiar MS Windows features such as checkboxes, buttons, and dialog boxes. The feature provides the administrator with capabilities such as adding or deleting users, creating or modifying system roles, reactivating closed records, and generating or monitoring audit logs.

Figure 3. **ETK Regulatory System Administrator Role Control.**

ETK Regulatory Record Creation, Tracking, and Management

With ETK Regulatory, NE DBF gains all of the capabilities required to create, track, manage, and report on records. These core capabilities include:

- Creating a variety of record types including:

  - Licenses

  - Charters

  - Registrations

- Managing contact information

- Checking spelling on form entries

- Managing documents

- Defining unique business processes based on types of records and stages of their associated business process

- Assigning and reassigning records

- Creating and maintaining a schedule or calendar of processing events related to specific records

- Generating automatic event-related messages including both proactive messages regarding upcoming events, and alerts regarding missed or late events

- Processing a record by:

  - Inputting contact information

  - Adding or updating contact processing events

  - Assigning applicable status to a record

TECHNICAL APPROACH (VI.A.3)

- Attaching electronic documents to a record (ETK Regulatory accommodates virtually every available format including common word processing documents and spreadsheets such as Word, Excel, PDF documents, text files, and a variety of graphics formats such as .jpg, .png, .bmp, and .gif)

- Distributing partial or entire record information via email

- Input and tracking of payments for fees related to record processing

- Sending notifications to ensure the completion of certain actions/events/tasks involved in the processing of a record

- Closing records

- Archiving records

ETK Regulatory Data Verification and Data Integrity

MicroPact has, in the design and development of ETK Regulatory, placed significant emphasis on controlling and reporting on data errors. These errors can damage data integrity and negatively impact the accuracy of searches, data retrievals, and reports generated by the system. Enhanced features such as drop-down menus enforce valid data choices and minimize the possibility of spelling errors, formatting errors, and incorrect data selections. ETK Regulatory also employs extensive data verification and error-checking capabilities to ensure that the entered data is correct and complete, according to specified parameters. Errors encountered during data verification generate intuitive messages that provide the user with information on the condition causing the error and how to correct it. Additionally, ETK Regulatory automatically tracks data entry, modifications, or update actions using audit logs that can be accessed by the system administrator.

ETK Regulatory Configuration

ETK Regulatory will provide all the data elements and processing capabilities needed for the agency's specific case and business process management activities. In addition to the out-of-the-box capabilities of ETK Regulatory, MicroPact has designed the system to be a highly configurable application that allows organizations to tailor data elements, data entry forms, instructions, terminology, workflow, and business rules throughout the application to client-specific requirements for both increased comprehension and ease of use without the need for custom programming on the ETK Regulatory source code. The ETK Regulatory Enterprise Tracking Process (ETP) engine provides the capability of defining notifications, data dependencies, and business rules throughout the application.

Figure 4: Back-Office Services

Our proposed solution is built on a unique experience based and tested Regulatory Process Model and Regulatory Data Model, featuring an entity-centric design built for the financial regulatory marketplace. What that means for NE DBF is that this system understands your functions, and comes prepared to manage them out of the box. Our licensing and enforcement solution includes core capability around Application Processing, Licensing, Enforcement, Revenue/Cash, Examinations, help and Reporting.

Our proposed solution provides the flexibility to configure the division license types and their rules without the intervention of programmers, and to enable system administrators to update these processes based on new legislation, without programmer intervention. A license type may be any regulated group of individuals or businesses/organizations.

The configuration of each license type includes the following unique elements:

- Description
- Demographics
- Kinds of licenses, permits, registrations, credentials
- Qualifications, specialties, and statuses
- Renewal cycles
- Application types
- Application procedures
- Fee structures
- Requirements for testing, inspections, credentials, supporting documents, related supporting licenses, etc.

The solution is comprised of five pillars to support the functional requirements:

- Entity Management
- License Management
- Enforcement and Compliance
- Examinations
- Administration

TECHNICAL APPROACH (VLA.3)

Solution Pillars	Alignment with the RFP Requirements
Entity Management	- Common entity capability allowing for single entity to be associated with an unlimited number of licenses, registrations, inspections, and enforcement actions - Related common entity model supports department wide view of an entity's interaction with the Department - Common entities are the basis for credentials (licenses/registrations), complaints, and enforcement actions - System will enforce entity business rules to limit entity duplication
License Management	- Support for license lifecycle, including applications, renewals, amendments, as well as supporting documents - Self Service Portal allows regulated entities to manage personal information as well as submit applications, renewals, supporting documentation, and other requested information - Support for funds receipting and function-based fee schedules to ensure accurate revenue collection and reporting - Interface support for commonly utilized national external databases - At a glance license history
Enforcement and Compliance	- Complaint and enforcement support for licensed and non-licensed entities - Track allegations, violations, discipline, and compliance activities and outcomes - Support for capture of time and expenses related to complaints - Support for relating product types to complaints for reporting purposes
Examinations	- Lifecycle processing for inspections related to regulated entities - Ability to track deficiencies and document plans of correction and assisted with next steps (checklist) capability - Fully integrated from back-office solution to field inspection device. - Able to view history and inspection history in the field
Administration	- Single application utilizing component based open architecture - Strong searching capabilities allow users to quickly find their results - Application structure supports robust user and role-based security - Full suite of included administration tools allows local resources to support system

Table 1: Solution Pillars

ETK Regulatory Search Capabilities

ETK Regulatory provides users with a powerful, multi-level searching capability. Users are able to search any data captured within the system. Additionally, ETK Regulatory's search engine allows users to set parameters such as "greater than," "less than," or "equal to." The user's role and permissions determine what results are displayed; a user cannot see a record that he/she is not supposed to see.

ETK Regulatory Dashboards

ETK Regulatory benefits NE DBF by having all case data in one place for easy searching and reporting. ETK Regulatory also supplies data visualization and analysis tools to turn this data into actionable information. With visual insight into the status of all active cases, NE DBF's leadership can help avoid process bottlenecks so cases receive attention as quickly as possible.

ETK Regulatory's dashboards incorporate multiple hierarchical dimensions that allow users to view data in different dimensions, such as a roll-up by business unit or geography. These dashboards provide a robust display of highly aggregated information across multiple tiers within ETK Regulatory's hierarchy. The graphical elements provide for more complex visualization with the ability to slice information and drill down to critical statistics to find out additional details. The user's role and permissions determines what data can be viewed. Each authorized user can modify their dashboard to view various reports, searches, notifications, and alerts. The dashboard interface is configurable at the user level and will highlight all cases, task requests, and other workloads for which the user is responsible based on user preferences.

ETK Regulatory Report Builder Module

ETK Regulatory provides a set of pre-formatted reports that allow NE DBF personnel to provide senior staff and management with reports and statistical updates as necessary. In addition, NE DBF-specific reports can be configured within the application to support NE DBF needs.

ETK Regulatory also offers a robust report generation and design capability which provides users with the ability to generate and format ad hoc reports. The ETK Regulatory Report Builder module offers these ad hoc capabilities through a user-friendly interface and provides a variety of options for report output including HTML documents, Microsoft Word documents, Microsoft Excel spreadsheets, and PDF documents.

ETK Regulatory also has an integrated Web-based data dictionary to aid in the generation of SQL queries using the ETK Regulatory entelliSQL within the system.

ETK Regulatory Help Module

ETK Regulatory comes with an online Help Module that provides ongoing training and support to users of the application. This fully asynchronous rich internet module allows the NE DBF to publish, manage, and review help topics in customizable Web pages. Users can manage the hierarchy of topics, add pages to a topic, edit pages, and add graphics and screenshots to pages. Additionally, users can export and import pages, search for a page using full-text search, and manage pages nodes within the TOC (table of contents) tree with either drag-and-drop or cut/copy/paste operations. Users create pages using an integrated rich text editor. This editor provides the capability to format and create content such as defining headers, defining bulleted lists, inserting images, and linking to other help content. In addition to the Web-based user interface, all help content can be exported to a PDF document, allowing help content to be distributed and available offline.

TECHNICAL APPROACH (VI.A.3)

efile Module

The efile module is an add-on to ETK Regulatory that allows an unlimited number of external users, regulated by permissions, to electronically file records, submit documents related to each record, and check the status of a record. efile is a Java EE-compliant Web-based module requiring no client-side installation of any software. Consequently, all processing is done on the application and database servers. This allows a larger volume of transactions to be stored without any effect on the speed of the Web browser portal where users input their data and/or view the status of individual records. The efile module provides the following capabilities:

- Secure interface that allows a filer to file the initial record and check the status of a record
- Email capability that sends email alerts about certain record processing activities, including the filing and addition of documents
- User-friendly navigation

Figure 5: NE DBF Online Services

To clearly define the scope and intent of the online services, this section is broken down into three categories:

- **Portal Services**
- **Public Services**
- **Registered User Services**

Portal Services

Portal services refer to specific functionality that is provided as part of the core online system capability included as part of the platform framework. There is no additional configuration required as additional license types are introduced. The portal service features include:

Feature	Description
User Profile Management	Allows users to self-register and establish online accounts and passwords. Users can also maintain account profile information. Accounts may be created for use by individuals or to represent organizations.

Dashboard Views	Graphical view of a user's available transactions, status, and history.
Identity Verification	Feature that allows a multi-step authentication for license holders to connect an online profile with a pre-existing profile in the back office.
Address Verification	Interface with an address verification tool to ensure correctness of address. (Subscription fees may be required by the State)
Shopping Cart	Allows customers to process multiple actions via one financial transaction.
Electronic Payment	Allows users to pay licensing fees/fines online. (Interface to the State payment engine).
Transaction Management	Allows for the access of transactions (applications, renewals, address change, complaint submission, relationship management, etc.) to allow the user to perform only transactions that are authorized and appropriate.
Document upload	Allows users to upload and attach files (e.g. Word, pdf, tif) to a licensing transaction request (Subject to State network file size upload limitations).
System Reporting	Provides a summary of transaction/ payment activity processed through the portal for licensing transactions.

Table 2: Portal Services

Public Services

Public Services are online services that are provided for and meant to be consumed by the general public. These services will be accessed from the Department website. No registration is required to access these services – unless required by the State.

Feature	Description
Regulated Entity Look-up (Public)	Allows public user to search for license information by name, county, city, license type or license number. Search results can be configured to include name, address, license type, license number, status, and expiration date.
Complaint Submission	Allows a citizen to submit a complaint online. User can identify: license type, complaint parties (complaint, respondent, anonymous), and include a complaint summary.
Account Registration	Allows a user to create an account which will allow them access to more robust self-service capabilities.
Frequently Asked Questions	Allows users to see agency responses to frequent or common questions.

Table 3: Public Services

Registered User Services

Registered User services is a core concept within our proposed solution. This defines how the Department's regulated entities (license holders) interact with the regulatory system and affects items such as customer adoption rate and customer satisfaction, which we have found in prior implementations directly relate to how the project as a whole is perceived by the public, the press, and the legislature. Getting this aspect of the system right is one of our top priorities.

The Registered User Services we have included in scope include:

Feature	Description
My Account	Provides a single access point for registered users to log in, view, and access their account in a consolidated view. Users will be able to access: • Consolidated License view, • Approved Charters, Licenses, Registrations • Open Applications • Fines/penalties • Application status inquiry • Common check out
Transaction Status	Allows users to view the current status of a submitted transaction requests
Initial Application	Allows registered users to submit online applications for a new license
Renewal Application	Allows registered users to submit a request to renew an existing license
Address Change	Allows users to submit a request to change their address of record for a given license
Complaint Submission	Allows a citizen to submit a complaint online. User can identify: license type, complaint parties (complainant, respondent, anonymous), and complaint summary
Relationship Management	Allows user to identify and create relationships between business and individuals (e.g. Ownership, Key Management Staff, Control Person, etc.) *Note: Some relationships may require additional process steps pri* CONFIDENTIAL
Duplicate /License Print Request	Allows users to reprint, or request a credential online
Authorized Agent (Delegated Assignment)	Allows a registered license holder to assign administrative privileges to another registered user, who can then access their credential data and conduct transactions on their behalf

Table 4: Registered User Services

Proposed Development Approach (VI. A.3.b.)

MicroPact has over 4 decades of experience managing projects similar in size, scope, and complexity to the current NE DBF requirement. We have learned that engineering and support activities must be planned, integrated, monitored, and controlled. Implementation of these activities will reduce risk and facilitate the new system having a positive impact on the operational mission of the department. MicroPact's management approach provides NE DBF with access to our corporate structure for management oversight, while allowing for flexibility and responsiveness in task execution.

TECHNICAL APPROACH (VI.A.3)

MicroPact can achieve initial operating capability more rapidly than other COTS or custom solutions by starting with the capabilities of the ETK Regulatory COTS case management platform and rapidly configuring to NE DBF specifications using our agile processes.

MicroPact employs an Agile delivery approach which focuses on configuration of functionality in phases with checkpoints (sprints) to demonstrate progress to the department.

By soliciting feedback at key intervals, we avoid project delays and produce a system that is carefully aligned to NE DBF requirements. MicroPact has extensive experience successfully deploying regulatory solutions for more than 100 government and commercial organizations, which provides confidence in our ability to deliver a complete solution quickly and effectively.

Key elements of MicroPact's Agile approach include:

- **Joint Application Development** (JAD) – meeting with NE DBF regularly to discuss the application and present prototypes.

- **Rapid Prototyping** (getting the product "in front of" NE DBF quickly) – frequent builds allowing for NE DBF to evaluate and correct the product iteratively.

- A company focus on **working software over comprehensive documentation**, with the ability and people needed to produce the best-fit level of documentation.

- **Collaboration** with customers and responsiveness to change.

- Responsive lightweight project teams which are **directly engaged** with NE DBF across swim lanes. Our project managers, analysts, engineers and quality assurance specialists are able to adapt quickly.

- Adaptive team **dashboards** (backlogs and story boards) to manage progress.

MicroPact has used Agile approaches with ETK Regulatory for many regulatory platform implementations across government and commercial clients. Our project management consists of processes that ensure the various elements of the project are properly coordinated.

It is MicroPact's experience that Agile projects stay in scope, on target, and within budget using a combination of metrics, monitoring methods, and performance measures.

Process
- Establish Agile Ceremonies for regular activities and team collaboration during sprints
- Clearly define Agile Team roles and responsibilities
- Refine the tools for managing team activities during sprints

Metrics:
- Release burn-down/burn-up
- Estimated Percentage Complete (EPC) vs Actual Percentage Complete (APC), utilizing original estimates, case progress, and/or requirements backlog progress.

TECHNICAL APPROACH (VI.A.3)

- Estimate to Complete (ETC) and Estimate at Completion (EAC)

Monitoring Methods:

- A validated set of balanced measures which can be used by the project team to monitor performance.
- Frequent feedback, as a key Agile principle (MicroPact has experience in managing and processing frequent feedback cycles).
- Regular status reporting

Performance Measures:

- Productivity: burndown charts, story mapping across the project, and tracked product backlogs, etc. allow MicroPact to validate productivity expectations are met.
- Responsiveness: understanding that Agile implies flexibility to meet common goals.
- Quality: leveraging core COTS capabilities, qualitative code reviews, and applying engineering best practices ensure that implementation quality is at maximum.
- Customer satisfaction: responsiveness, high-quality, and experience in managing complex customer needs are part of how we ensure customers are satisfied, but not the only measures. Frequent customer satisfaction check points and an engaged NE DBF care team ensure satisfaction is accurately measured, risks are mitigated, and issues are quickly resolved.

Statement of Work Tasks

Within each task overview, we have provided a description of the task, identified the deliverables, and both MicroPact's and NE DBF's responsibilities associated with that task. The tasks are as follows:

1. Project Management
2. Software Installation and Infrastructure Support
3. Requirements Management and Configuration
4. Data Migration
5. User Acceptance Testing
6. Training
7. Go Live and Deployment
8. Transition to Product Operations Support

Task 1 - Project Management

Overview

MicroPact's project manager (PM) will be responsible for managing the day-to-day execution of the work performed by our designated resources and to facilitate quality product delivery of in scope artifacts and deliverables to NE DBF. MicroPact's PM will work closely with NE DBF's designated PM to facilitate successful program execution and delivery.

Project Management Responsibilities

MicroPact Responsibilities

1. Assign a Project Manager as the single point of contact who is responsible for all project activities, issues, etc.

2. Lead internal sprint planning activities, daily-stand-ups, backlog grooming/refinement, and demonstrations according to MicroPact Agile Processes.
3. Properly estimate the effort and schedule impact of all requirements, stories, and tasks, so that work can be effectively prioritized by both MicroPact and the NE DBF to ensure that the system is configured to deliver the maximum amount of benefit on schedule.
4. Protects the release such that that team meets targets.
5. Administer the Change Management Process

NE DBF Responsibilities

1. Assign a project manager (or representative stakeholder) who will act as the responsible stakeholder regarding: scheduling, issue resolution, meeting coordination, and information dissemination.
2. Assign a key stakeholder to act as product owner, and collaboration with MicroPact on the Product Backlog and related issues.
3. Provide subject matter expertise for the duration of the project.
4. Effectively prioritize changes, new requirements, and user stories, in the product backlog, to help ensure that the scope, schedule, and budget of the project is not exceeded.
5. Communicate with and manage participation of any third party agencies engaged in the project for all vendors and third parties as necessary.
6. Ensure timely review of and comments on all deliverables provided by MicroPact within 3 business days.
7. Review and accept/reject with reasonable comments the implemented stories after each sprint demonstration.
8. Administer the Change Control Process. The NE DBF PM will review, and approve or reject project change control requests within three (3) calendar days or less.

Change Management

MicroPact recognizes that there will be change to the scope throughout the project lifecycle, and with that understanding will ensure that changes will be communicated so that they can be effectively prioritized against other items in the backlog. In order to ensure that project milestones are successfully met; change throughout the project lifecycle will be managed via team collaboration with an Agile methodology in mind.

Any changes to the agreed upon scope will be handled via a Project Change Request (PCR) in accordance with the Change Control Plan. The change control process will include an estimate of scope, costs and schedule impacts provided to NE DBF. PCRs that are accepted by NE DBF are integrated into the schedule as follows:

- Any change that affect the scope once the initial project has been started will go through the change control process.
- Approved changes will be added to the backlog and prioritized against other in scope work.
- For requirement and configuration changes that are approved once sprints have begun once a sprint has started no change will be made to the stories being implemented, or to the system, that are not already included in the sprint. The MicroPact team will plan on elaborating on stories during an active sprint, but change will not occur within a sprint cycle.
- Changes which impact stories, or configuration, that has already been demonstrated will require re-work and will be handled via new stories.

Non-configuration related changes (schedule, resource, external dependencies, documentation, and training) will be handled per the Change Control Plan agreed upon by MicroPact and NE DBF PMs.

Task 2 - Software Installation

MicroPact will be hosting the pre-production, project implementation related environments (e.g. Development, Quality Assurance, User Acceptance Testing, and Staging), while the production environment will be hosted by NE DBF. Typically, after the system is in production, MicroPact provides the development, and test environments. NE DBF will have the option to change the host, should the agency choose. Note that all hosting related issues (e.g. server patches/upgrades) will be up to NE DBF to handle.

MicroPact will install our solution in a development environment that will be hosted at MicroPact's site. Based on the project approach, and once installed, the base installation of the system will verify the overall architecture is working correctly and that infrastructure issues are discovered and rectified before the system is scheduled to go into production. The environment will also serve as the repository for initial configuration data. After successful configuration validation, the configuration will be ported to a test instance on the MicroPact test environment which will be used during UAT. Following UAT, the configuration will be deployed to the hosted production environment.

MicroPact Responsibilities:

1. Setup all ETK Regulatory environments
2. Install and configure database software in the development environment
3. Install and test software in the development environment
4. Confirm connectivity access for NE DBF staff.
5. Provide Database Administrator (DBA) resources to install and manage the test, training and production environments.
6. Support all communications issues including, but not limited to, modifying firewall or router rules as identified by MicroPact.

NE DBF Responsibilities:

1. Obtain any third party vendor hardware and system software and training which may be required prior to MicroPact training (e.g. Windows, MS Word, etc.).
2. After the system is in production, NE DBF is responsible for daily operations requirements of the system including database backup and configuration.
3. After the system is in production, provide training for new users as required. NE DBF may request MicroPact to provide additional new user training through the change request process.

Task 3 - Requirements Management and Solution Configuration

MicroPact will utilize an Agile Delivery approach. Within that Agile approach, we currently estimate that the project will consist of 10 sprints of 20-day duration each. Following an initial design phase, NE DBF and the MicroPact team will jointly define the tentative contents of each Agile sprint. The MicroPact PM will facilitate the sprint planning activities through a process

requirement elaboration and backlog grooming prior to each sprint. The MicroPact PM, and Business Analysis Team, will prioritize tasks to deliver the in scope capabilities of the system, without exceeding schedule and cost estimates.

We have included configuration of the following license types within the project scope:

- 8-1108.02(1) Federal RegA+ Tier 2
- 8-1108.02(2) - Federal Rule 506
- 8-1110(5)(b) - Exchange Exemption
- 8-1111(11)(b) - Existing Shareholder Exemption
- 8-1111(15) - Agricultural Cooperatives
- 8-1111(16) - Federal Rule 505
- 8-1111(18) - Common Trust Fund Exemption
- 8-1111(20) - Intrastate Offering Exemption
- 8-1111(21) - Non Profit Pooled Income Fund
- 8-1111(22) - Viatical Settlement
- 8-1111(23) - Small Intrastate Offering Exemption
- 8-1111(9) - LTD Offering Exemption
- Auditor
- Bank Holding Company
- Board of Director
- Broker Dealer - Branch Office
- Broker-Dealer
- Broker-Dealer - Non FINRA
- Broker-Dealer Agent
- Broker-Dealer Agent - Non FINRA
- Business Development Company
- Business Opportunities
- Class I Executive Officer's License
- Class II Executive Officer's License
- Common Stock
- Credit Union Branch
- Credit Union Loan Officer
- Debt
- Delayed Deposit Service
- Delayed Deposit Service Branch
- Federal Savings Bank
- Federal Savings Bank Branch
- Form U1
- Franchise
- Installment Loan Lender
- Installment Loan Lender Branch
- Installment Sales Registration
- Investment Adviser - SEC

- Investment Adviser - STATE
- Investment Adviser Representative - SEC
- Investment Adviser Representative - STATE
- Issuer-Dealer
- Issuer-Dealer Agent
- Limited Partnership
- LLC
- Loan Broker
- Loan Production Office
- Miscellaneous
- Mobile Branch Bank
- Money Transmitter Agent
- Mortgage Banker
- Mortgage Banker - Other Trade Name
- Mortgage Banker - Other Trade Name License
- Mortgage Banker Branch
- Mortgage Banker Branch Registration
- Mortgage Banker Exemption
- Mortgage Banker Registration
- Mortgage Loan Originator
- National Bank
- National Bank Branch
- Notice Filing - Closed End Mutual Fund
- Notice Filing - Open End Mutual Fund
- Notice Filing - Unit Investment Trust
- Other State Bank
- Other State Bank Branch
- Other State Bank Loan Production Office
- Out of State Trust Company
- Out of State Trust Company Branch
- Personal Loan License
- Pledge of Securities
- Preferred Stock
- Product Offering
- Product Offering Branch
- Qualification
- REIT
- Sale of Checks/Funds Transmission Branch License
- Sale of Checks/Funds Transmission License
- Sales Finance Company
- Sales Finance Company Branch

TECHNICAL APPROACH (VI.A.3)

- Savings & Loan Branch
- State Bank Branch
- State Bank School Branch
- State Chartered Bank
- State Chartered Credit Union
- State Chartered Savings & Loan
- State Chartered Trust Company
- Technology Service Provider
- Trust Company Branch
- Trust Department
- Trust Office

We have also included in scope, configuration of:

- 102 certificates
- 271 letter templates
- 3 different letterhead types
- 30 custom reports
- NMLS
- Call Report
- Interfaces:
  - Blue Express
  - FinRA (CRD/IARD)
  - NASAA EFD
  - Financial (flat file)

Requirements Management

The MicroPact Project Manager working with key stakeholders will provide a Requirements Management Plan that will detail the approach that will be used on the following during the project:

- Traceability Approach
- Requirement Standards
- Requirement Inputs/Artifacts
- Requirement Definition

Requirement Definition: Story, Task, and Issue Tracking

MicroPact will utilize an Issue Tracking System in order to provide traceability on known-requirements, to track user stories, manage tasks, and to track risks and issues. MicroPact will utilize an internal JIRA instance, and collaboration knowledge base, for tracking all requirement related materials.

The approach to requirements definition will include:

- A Requirements Backlog which is always referenced when creating user stories and tasks

  - The Requirements Backlog consists of a combination of:

    - Requirements which have been defined by MicroPact
    - Requirements that are defined during initial JAD sessions
    - Other agreed upon (approved by all parties) requirements which are gathered during sprint cycles
    - Only approved users stories will enter the product backlog, once approved by Client User Stories can only be modified via the Change Control Process.

- Internal, development team specific user stories and tasks: Which are used by the MicroPact configuration team to communicate about implementing requirements.

Requirement Traceability

The following figure details the requirements traceability approach.

Figure 6. **Requirements Traceability Approach.**
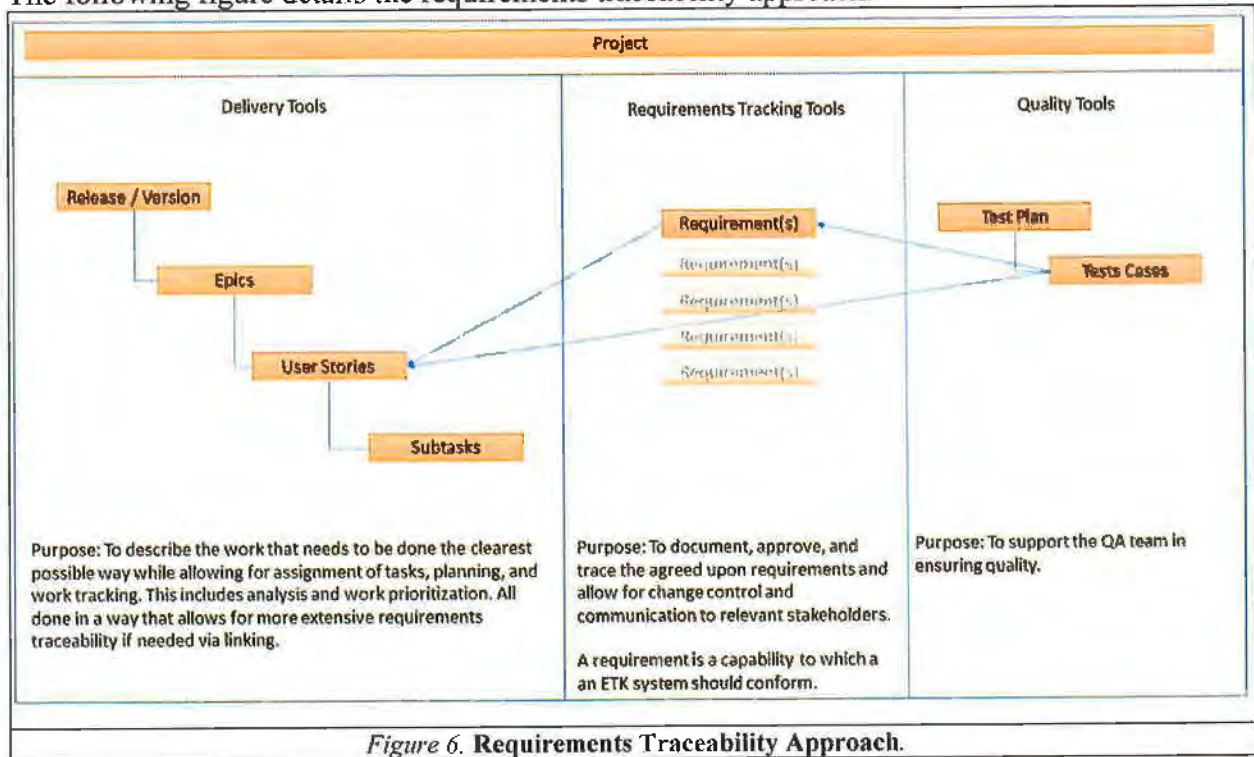
Backlog

When discussing the "backlogs" for a project, MicroPact uses three specific terms:

- Requirements Backlog: Which consists of all of the approved requirements for the project.
- Product Backlog: Which consists of everything that *may possibly* be done for the project (includes requirements, change requests, demo feedback, direct inputs, etc.).
- Sprint Backlog: Which consists of everything that will be done in a given time period (sprint).

Gathering Requirements (elicitation)

Requirements elicitation consists of two parts:

- Joint Application Design Sessions (JADs): JADs will be held at agreed upon dates within the project timeline, with an initial session occurring at the beginning of the project to gather the requirements for the solution that will be entered into the Requirements Backlog, and Product Backlog (making 'Sprint 0'). Remaining JAD sessions will provide additional details to requirements as the project progresses. There are 4 planned JADs for this project. During these activities, the overall scope of the system implementation will be agreed upon and the user stories will be defined.

-
- Intra-Sprint Collaboration: Once the configuration has begun (development has started), the project team will regularly elicit new input, and elaborate on known requirements, via our Sprint

Ceremonies that include backlog grooming activities, sprint planning sessions, and regular demonstrations.

Development Cadence – Working in Agile Sprints

In order to translate the approved requirement backlog into a working system MicroPact will utilize a disciplined Agile Delivery approach, working in Sprints. Sprints are time-boxed periods when agreed upon, prioritized work is completed and made ready for review.

Within the sprint the MicroPact team will develop and test the system according to the specific sprint backlog requirements. At the end of each sprint, a sprint review meeting is held and it most often takes the form of a demo. During this demonstration the configuration team shows what they accomplished during the sprint. Following the demo NE DBF will have opportunity to provide sprint feedback. Feedback that introduces new requirements or changes previously approved requirements will be handed as a Project Change Request. If no feedback is received in within 3 business days, it is assumed that the scope within that sprint meets the business needs as described in the approved requirements. Changes to the configuration after design documents and/or mapping documents have been approved could result in substantial impacts to data migration or system modification deliverables and in additional cost to the project.

MicroPact Responsibilities:

1. Facilitate JAD Sessions to gather requirements
2. Elicit/gather requirements via planned activities
3. Lead internal sprint planning activities, daily-stand-ups, backlog grooming/refinement, and demonstrations according to MicroPact Agile Processes.
4. Properly estimate the effort and schedule impact of all requirements, stories, and tasks, so that work can be effectively prioritized by both MicroPact and the NE DBF to ensure that the system is configured to deliver the maximum amount of benefit on schedule.
5. Protects the release such that that team meets targets
6. Configure the solution in accordance with the agreed upon requirements

NE DBF Responsibilities:

1. Assign a key stakeholder to act as product owner, and collaboration with MicroPact on the Product Backlog and relate issues
2. Provide subject matter expertise for the duration of the project. It is assumed the NE DBF will have assembled a team for the MP team to interface with to clarify requirements.
3. Effectively prioritize changes, new requirements, and user stories, in the product backlog, to help ensure that the scope and schedule of the project is not exceeded.
4. Communicate with and manage participation of any third party agencies engaged in the project for all vendors and third parties as necessary.
5. Ensure timely review of and comments on all deliverables provided by MicroPact.
6. Review and accept/reject with reasonable comments the implemented stories after each sprint demonstration.
7. NE DBF will provide detailed annotated interface file layout(s), technical specifications and the business rules for any interfaces with external systems per the mutually agreed upon project timeline. NE DBF will also be the primary point of contact with any third party agencies that

receive or send the interface data files for scheduling meetings, interface definition, troubleshooting and interface testing.

8. Confirm that the documented requirements meet the requirements of any applicable laws, regulations, and statutes.
9. Amend existing procedures (system or manual) and/or implement new procedures where required by the new system.
10. The project is estimated to take 12 months and during that time the NE DBF team should be available for questions/requirements clarification, demos, interactive JAD Sessions and Change Control process reviews.
11. Assign a project manager (or representative stakeholder) who will act as the responsible stakeholder regarding: scheduling, issue resolution, meeting coordination, and information dissemination.
12. Assign a key stakeholder to act as product owner, and collaboration with MicroPact on the Product Backlog and related issues.
13. Provide subject matter expertise for the duration of the project
14. Effectively prioritize changes, new requirements, and user stories, in the product backlog, to help ensure that the scope and schedule of the project is not exceeded.
15. Communicate with and manage participation of any third party agencies engaged in the project for all vendors and third parties as necessary.
16. Ensure timely review of and comments on all deliverables provided by MicroPact.
17. Review and accept/reject with reasonable comments the implemented stories after each sprint demonstration.

Task 4 - Data Migration

MicroPact has a strong understanding of issues involved in system interconnectivity and extensive experience in data transfer, data import/export, and in data and legacy systems migration. Our experience in data import/export covers a wide variety of technologies, applications and formats.

We know understand both the current CAVU implementation and the ETK Regulatory banking and securities solution. To minimize project risk we have built a conversion tools that can extract both the data and the existing configuration. We have already tested this tool on test NE DBF data.

MicroPact has included migration from the Department's CAVU system into the ETK Regulatory database. No other data sources have been identified or included in scope for this task.

A successful data migration requires the collaboration of MicroPact and the NE DBF staff. This provides for data accuracy through automated data validation that may be re-run as often as needed and human validation by resources that are highly knowledgeable in the legacy system data. Data that passes the automated and human validations will be migrated successfully to new schema as it has been validated to conform to the required data mappings and relationships.

MicroPact's standard practice for data migration follows the below, high-level task breakdown.

TECHNICAL APPROACH (VI.A.3)

Extract Legacy Data

Unless mutually negotiated otherwise, the NE DBF technical staff will access their legacy database(s) and extract data from the legacy system(s). For relational databases a database backup is preferred. For other sources of data, or where database backup is not available, an XML or Delimited Text Format (DTF) file can be used. A copy of the existing data with all available supporting data should be provided within two (2) weeks of project kickoff. NE DBF will confirm which data to convert if there are fields in the data extract that are not required in the new system through data mapping. If data contains PII or confidential information, then scrubbed data is acceptable.

Map Legacy Data to New Schema

The data mapping document will be created by the NE DBF with the assistance of MicroPact. The mapping document outlines the target formats for extracting data, and contain information regarding fields, data types, lengths, foreign key constraints, field descriptions and business rules for importing the data. The data mapping documents will be used to map legacy data to the ETK Regulatory application. The mappings will also identify the source and location of required and optional fields in the ETK Regulatory database and identify fields that are missing. The NE DBF will consult with MicroPact to map legacy fields directly to the ETK Regulatory schema, list all orphan fields that are required to be converted, and list all fields that will be excluded from conversion. The NE DBF will consult with MicroPact to map legacy lookup/reference values to the ETK Regulatory lookup/reference values, listing all orphan values that are required to be converted, and list all values that will be excluded from conversion. The final mapping documents will be jointly reviewed and approved by MicroPact and the NE DBF during this stage.

Run Data Validations

The data conversion processes will produce run reports containing statistical counts of records processed and any errors found in the extracted data. Errors will point out any missing or invalid data that could not be migrated automatically. This validation will allow MicroPact staff to assist the NE DBF in pinpointing the source of any errors and correcting the errors in the extract data files. MicroPact will rerun the validation as often as required until an acceptable validation report is achieved.

Run Test Data Conversions

MicroPact will load the NE DBF data into a test instance and make it available for the NE DBF review. This step is performed iteratively until desired data quality is achieved and the conversion is ready for production.

Develop Data Validation Plan

The NE DBF will develop a documented plan on how they are to confirm and validate that data has been converted from the legacy database(s) to the ETK Regulatory system. The validation plan is to be reviewed with the MicroPact team for confirmation and acceptance of planned validation activities prior to validations beginning.

Review and Approve Converted Data

The NE DBF will review, inquire, or report data from the test database using the Data Validation Plan, and report any missing or erroneous data so that it can be corrected before the next test conversion run. This step is performed iteratively until desired data quality is achieved and the conversion is ready for production.

Run Production Data Conversion

If MicroPact is hosting the Production site, MicroPact will run the final production data conversion. If NE DBF is hosting the Production site, MicroPact will provide assistance with the final production data conversion.

Acceptance of Production Data

MicroPact recommends running the Production Data Conversion in a Staging environment before go-live. The NE DBF staff will review and approve the production data in the Staging environment for go-live. Data mapping will be performed concurrently with the Agile Sprints. Project managers from NE DBF and MicroPact will coordinate the efforts to setup, configure and maintain the application concurrently with the Data Conversion stage.

MicroPact Responsibilities:

Data Mapping

1. Provide migration methodology training and support.
2. Provide Data mapping sample in CDF (Common Data Format).
3. Provide Data Migration Plan
4. Develop conversion procedures used to import legacy data, validate, error log, capture statistics, and error report.
5. Respond to client questions relating to field use.
6. Make database diagrams and data dictionary available.

Data Conversion

1. Import, validate, and load extracted data into the MicroPact system in staging environment.
2. Produce error and conversion run statistics reports as required.
3. Run test migrations and deliver converted data for NE DBF review and approval.
4. Run production migration.
5. Final go-live of NE DBF data which includes loading final extraction of data and moving populated database to NE DBF's production site.

NE DBF Responsibilities

1. Assign qualified personnel to review and approve conversion maps and data.
2. Analysis of legacy data. Lead Data Mapping.
3. Develop consistent procedures to extract the data from the legacy systems.
4. Extract of legacy data into agreed-upon format.
5. Make available to MicroPact, file/record layout of the data to be converted, with descriptions of all required fields, including their data types and value ranges. NE DBF is responsible for full source system metadata, catalog documentation, business rules, and any other information that clarifies data use and intent of source system, as well as questions regarding meaning, usage, and formal and informal business rules.
6. NE DBF is responsible for maintain any data mapping document.
7. Review of the initial data conversion plan
8. Participate in data mapping activity, and answer questions relating to field use in the legacy data.
9. Review a list of fields that are orphans and do not map to the MicroPact system, allowing for further consideration. Fields not being considered for conversion are not included in the orphans list. Jointly work with MicroPact on determining what to do with the orphan fields. Forward list as gaps to project managers and business analysts for further review.

10. Gaps identified during the Data Mapping exercises will be consolidated and documented, to be forwarded to MicroPact for further joint analysis with NE DBF.
11. Analysis of legacy data and correction of legacy data issues that adversely impact conversion.
12. Analysis and reporting of test migration errors.
13. Work with MicroPact team to resolve conversion errors.
14. Review and acceptance of final production conversion.
15. NE DBF maintains sole responsibility for any data cleansing activities that are required in the ETL processing unless mutually negotiated otherwise.

Task 5 - User Acceptance Testing (UAT)

This task will give NE DBF the opportunity to verify that the new business solution is ready for implementation and deployment into production through UAT.

UAT validates that the system meets the agreed upon requirements as set forth through the requirements management process, and the system is ready for go-live. Agencies that prepare and conduct thorough UAT have a smoother implementation and gain much faster acceptance than those that dedicate limited time or resources to this critical task.

To initiate UAT, MicroPact will provide NE DBF with a subset of sample test cases. These sample scenarios will cover a range of common business practices. The NE DBF Test Managers will then work with the agency's SMEs to further develop and tailor these cases to any unique situations or requirements; and NE DBF will develop additional test cases and scripts for use by NE DBF UAT testers.

The NE DBF team developing the test cases will work independently of the software development process. The NE DBF team will produce function or process oriented tests, rather than technical oriented tests to demonstrate that the final solution meets NE DBF's requirements, laws, statutes and administrative rules. Preparing for these tests is an important component of validating that all workflows, both within and external to the system have been considered prior to go-live. NE DBF will perform these test cases in formal UAT sessions to verify operation of the MicroPact solution. NE DBF may require engagement from 3rd parties in order to best prepare these test scenarios.

NE DBF will assign an internal test manager that will coordinate the NE DBF UAT preparation and execution. The NE DBF Test Manager is responsible for the NE DBF UAT Plan, specific test cases, test scenarios and test data as required to validate the solution meets the necessary business requirements. The NE DBF Test Manager will ensure that the subject matter experts execute the UAT Plan and validate that the system meets the process requirements, rules and regulations, and that there are no significant issues that would prevent Go-live.

MicroPact Responsibilities

1. Assist NE DBF in developing an initial set of test cases and scripts.
2. Review and provide feedback on the NE DBF test cases and test scripts.
3. Provide assistance and support to the NE DBF acceptance test team executing pre-defined test scripts.

4. Review and triage the issues list with the NE DBF PM using the issues reporting template and issue management process.
5. Resolve any reported configuration issues that are in accordance with documented and accepted business requirements.
6. Resolve all MicroPact Level 1 or 2 issues prior to go-live as per the severity table below.

NE DBF Responsibilities

1. Assign a UAT Test Manager at least 2 months prior to UAT start.
2. Develop the UAT Plan and provide to MicroPact for feedback at least 1 month prior to UAT start. The UAT Plan outlines resources and roles required to execute in scope test scenarios and will define exit criteria which will be used to determine when UAT is complete.
3. Develop Acceptance Test Cases and Test Scripts and provide to MicroPact for review and feedback in advance of UAT. Test cases will cover scenarios for configuration as well as any in scope modifications. Test cases will be provided to MicroPact a minimum of 2 weeks prior to UAT planned start date.
4. Collect representative test data required to validate the system.
5. Provide facilities for UAT environment (same requirements as Training).
6. Schedule and monitor UAT participation. Coordinate any 3rd party involvement.
7. Resolve conflicts that prevent NE DBF subject matter experts from participating in scheduled UAT sessions.
8. Execute the acceptance test data and validate the test results within the scheduled UAT cycles.
9. Conduct regression testing for issues resolved prior to go-live.
10. Acceptance of system and certification for go-live.
11. During testing the UAT Test manager will provide regular (weekly) reporting to MicroPact on pass/fail statistics of test scripts. For larger programs daily reporting is required.

It is reasonable to expect that some defects will likely remain in the software and will be resolved after it is deployed. The presence of a reasonable level of defects that do not interrupt business or cause data corruption should not delay the decision to begin using the software in production.

The following is a table of defect levels and the quantity of each that is the assumed maximum acceptable number of defects.

SEVERITY	DEFINITION	GO-LIVE CRITERIA
Level 1 – Blocker	A problem with software or a component causing critical impact to NE DBF's business operation. ○ Compromises the integrity of data, ○ Clients not leave an audit trail, ○ Impairs the ability of a function or process to carry out essential processing; **and** provides no reasonably acceptable work-around solution to allow work to continue within the system. ***This priority code is assigned to critical system defects that stop all or an essential part of the MicroPact applications from working.***	Zero (0) identified defects will remain open
Level 2 – High	A defect that adversely affects the ability of a function or process to carry out <u>critical</u> processing *but for which there is a work-around solution that is reasonably acceptable while the responsible party repairs the defect.*	Two (2) or fewer identified defects will remain open
Level 3 – Moderate	A defect that adversely affects the ability of a function or process but a practical workaround exists while the responsible party repairs the defect.	Ten (10) or fewer identified defects will remain open
Level 4 – Minor	All other defects that do not reduce the integrity of the data or materially affect the ability of a function or process to carry out critical or non-critical processing.	Because processing is not substantially affected, defects of this type will not preclude acceptance.

Task 6 - Training

MicroPact has extensive experience in application classroom training. We can provide both functional and technical classroom training for ETK Regulatory as well as computer-based training (CBT).

MicroPact will provide training as outlined in the cost proposal with the goal to both educate these users on the functionality of the application as well as provide guidance and resources on how to educate other users throughout NE DBF.

We have divided the training into specific classes so that key NE DBF system champions will receive training relevant to their job functions. These NE DBF trainers will provide end user training for the remaining staff. We will keep classes small so that the system champions will receive individual attention from our instructors. System classes are limited to 5 students per class. Training will be provided on-site in NE DBF offices.

Our proposed response includes training on the financial licensing software solution for user acceptance training, system administration training, and end user train the trainer training:

Item	# Classes	# Users
User Acceptance Team Training	1	5
System Administrator Training	1	2
Train the Trainer Training	1	5

This training will occur prior to 2/1/2020 as prescribed in the RFP language.

MicroPact will provide a training agenda, classroom exercise and a training manual for these courses. Our instructors and Business Analysts/Writers will be included early in the implementation process so they will be familiar with the NE DBF-specific workflow and business rules. MicroPact will modify the standard ETK Regulatory training documentation to incorporate business rules configured for the ETK Regulatory solution for the initial implementation. NE DBF will have the right to duplicate and distribute MicroPact training material to other staff members.

Course Development Approach

Our course developers take an agile approach to the well-known ADDIE framework during instructional design. During course development we move through the five phases of Analysis, Design, Development, Implementation, and Evaluation focusing on delivering quality training materials and training sessions while adjusting to the needs of the customer.

Training Approach

Our train-the-trainer approach has two goals. First, it enables trainers attending the train-the-trainer session to learn the ETK Regulatory system by hands-on experience with the system. Second, it equips trainers with the knowledge to deliver effective training to end users and/or administrators of the system.

Our experienced ETK Regulatory trainers teach by example utilizing training methods such as discussions, system demonstrations, and interactive hands-on activities. They will share proven methods to teach the system to others including an icebreaker activity to introduce learners to fundamental concepts of the ETK Regulatory platform as well as best practices from years of training experience.

If training materials were purchased in conjunction with train-the-trainer, we will create training materials, such as a trainer guide, that can be used to guide the experience in the classroom, and will demonstrate how to utilize features of the guide such as preparation tasks, questions to ask trainees, review, instructions for the trainer, tips, tricks, and extra info, exercises, and assessments in the trainer guide.

We will also share how to modify the Microsoft Word version of the trainer guide using the template and styles to maintain consistency in format and design when making updates and additions to the training materials.

Task 7 - Go Live and Deployment

MicroPact's PM will work closely with NE DBF PM to define a Deployment Plan for the cut-over to production. This plan will define the critical activities, responsibilities, and deadlines for

each component of the transition from the legacy system to the new MicroPact system. MicroPact will:

- Assist NE DBF in day-to-day use and operation of the new system providing additional direction and instruction where required
- Correct configuration defects

Following deployment, MicroPact will work with the NE DBF PM to schedule a post-implementation project review and lessons learned meeting. This will allow MicroPact to further fine-tune its Project Delivery Methodology by capturing NE DBF's perspectives on what went well and where improvements can be made.

MicroPact Responsibilities:

1. Production migration of data.
2. Provide support after the go-live date.
3. Assist users with any technical problems or system understanding.
4. Identify and correct any production issues.
5. Facilitate a Project Lessons Learned review meeting and document results.

NE DBF Responsibilities:

1. Validate that end-users desktops meet minimum standards.
2. Assume responsibility for day-to-day administration of the system.
3. Report any problems and/or system issues encountered to the MicroPact support desk.
4. Participate in Project Lessons Learned review meeting.
5. Assign a System Administrator (MicroPact recommends assigning two System Administrators) who will be responsible for system administration following go live.

Task 8 - Transition to Product Support

Following the contractual post go-live period (Operational Readiness Period), support will be handled per MicroPact's Maintenance Support Agreement. Prior to this transition to Product Support, MicroPact will conduct a Transition Meeting with NE DBF staff to review the procedures and processes and introduce NE DBF staff to the key Product Support professionals that will have primary responsibility for their account. Topics to be covered during this transition meeting include:

- Introductions between NE DBF staff and MicroPact Help Desk professionals
- Procedures for documenting and submitting issues to the MicroPact Help Desk
- Tools and resources available for self-help
- Information required to facilitate rapid issue resolution
- Issue severity and response time expectations
- NE DBF / MicroPact responsibilities and expectations

MicroPact Responsibilities:

1. Provide support procedures documentation.
2. Schedule support transition meeting.
3. Assist NE DBF with transition to ongoing support model.

TECHNICAL APPROACH (VI.A.3)

4. Continue to identify and correct any production issues.
5. Provide ongoing support and maintenance.

NE DBF Responsibilities:

1. Schedule NE DBF administrators to participate in transition meeting.
2. Maintain responsibility for day-to-day administration of the system.
3. Report any problems encountered to the MicroPact support desk using the specified format

Project Delivery Assumptions

The following are key project delivery assumptions that were utilized in the development of the SOW and project delivery plan. MicroPact looks forward to reviewing these and negotiating a revised understanding of the SOW as appropriate to deliver the solution envisioned.

1. NE DBF will accept and sign the ETK Regulatory user licensing agreement (EULA)
2. Once deliverables are signed off and accepted, they may only be modified by agreement through the Change Control Process and may result in additional costs
3. Changes to the project that extend the critical path will be documented and submitted to the Department in writing through the Change Control Process. The documented change will either define a corrective action to preserve the approved project work plan or will indicate acceptance of the change. Documentation will identify any cost and/or resource implications. Changes that extend the project scope or schedule may result in additional charges for MicroPact resource time (e.g. Project Management).
4. The navigation and UI will follow the ETK Regulatory standard navigation and UI model

Completed Attachment B. (VI. A.3.c.)

Please see following page for our completed Attachment B.

TECHNICAL APPROACH (VI.A.3)

Licensing (L)

	State Requirements		Bidder Response
Req #	**Requirement Description**		**Bidder Response**
L.1 Contact Information			
L.1.1	The system must provide a means to define and maintain configurable business rules for multiple unique license types' workflows.		ETK Regulatory allows the agency to configure workflow and business rules via Transaction Definitions, Rule Definitions, Alert Definitions, Display Options, and other configuration options made available throughout the system via configurable tables.
L.1.2	The system must have ability to create a workflow for creating and maintaining department contact IDs.		A Transaction Definition can be configured by a System administrator to create and maintain entities/contact IDs in the system.
L.1.3	The contact identification module must have the ability to create and maintain contact information based on configurable data points and fields.		The solution allows a system administrator to create User Defined Fields (Configurable data points and Fields) based on a Contact/Entity, Credential/License, etc. in the system.
L.1.4	The system must provide ability to search for contacts licenses using configurable filters on all data points and fields.		The solution allows a user to search on all standard fields in the system using Standard and Advanced Search. Returned records are based on filters as well as security to view the record.
L.1.5	The system must provide for generating a temporary license number, while an application is in process.		ETK Regulatory allows for a Credential Tracking Number to be used as a temporary number while the application is being reviewed by system users.
L.1.6	The system must have the ability to identify contacts and licenses by other regulatory entities identification numbers in addition to SSN or FEIN.		ETK Regulatory allows an agency to configure User Defined Fields that can be used to track other regulatory entity identification numbers. Another strategy that might be used to track information such as this is the Third Party ID numbers which allow an agency to configure and track specific numbers that might be in use by other Regulatory agencies.
L.1.7	The system must have the ability to approve or deny an application based on business rules and workflow.		ETK Regulatory allows an agency user to approve or deny a Transaction Checklist based on business rules and workflow. In cases where auto-approval is relevant and necessary checklist items can be set up to auto-approve.
	Future Enhancements	Optional	Any responses to be noted under the Optional tab
L.1.a	**Entity**		
L.1.a1	The system must have the ability to establish and maintain unique contact information for businesses and individuals.		ETK Regulatory has the ability to establish and maintain additional unique contact information via user defined fields and Third Party Id numbers. ETK Regulatory allows an agency to track SSN/FEIN and Entity Tracking numbers without additional configuration by the system administrator.
L.1.a2	The system must have the ability to uniquely identify a contact.		Standard fields included in ETK Regulatory can be used to uniquely identify a contact or entity. If additional fields are needed they could be added and used by the agency.
L.1.a3	The system must provide the ability to view the history of changes to contact and licensee data points and fields.		ETK Regulatory includes a standard system audit with tracks all changes to data points and fields.

Licensing (L)				
State Requirements				**Bidder Response**
Req #	**Requirement Description**			
L.1.a4	The system must have the ability to store multiple identifying numbers for each entity.			Standard fields included in ETK Regulatory can be used to uniquely identify a contact or entity. If additional fields are needed they could be added and used by the agency.
L.1.a5	The system must have the ability to prevent entry of duplicate contacts and external licenses.			When an application is filed the agency is able to define a "Matching Rule" that will allow any duplicate contacts/entities entered into the system to be identified and subsequently attached to the existing contact/entity.
L.1.a6	The system must provide for 3rd party address standardization, compliant with NITC Standard 3-206			ETK Regulatory is able to be interfaced with Melissa Address' Global Express Entry as well as Address Verification tools which allow an address to be entered and validated. License costs of Melissa licenses are not included in this proposal.

Licensing (L)

Req #	Requirement Description		Bidder Response
	State Requirements		
Req #	**Requirement Description**		**Bidder Response**
L.1.a7	The system must have the ability to support an internationally accepted postal format for both foreign and domestic addresses.		The system enables the system administrator to define the postal code format for all countries.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
L.2 Account Data			
L.2.1	The system must have the ability to create and maintain multiple license types for every contact (business or individual) based on configurable business rules.		ETK Regulatory allows the agency to create and maintain multiple license types for every contact or entity.
L.2.2	The system must have the ability to create and maintain multiple renewals within a license type based on configurable business rules.		Out of the box the system allows the agency to configure the number of "Lead Days" in which a renewal notice is made available to the licensee. Additional criteria can be added as is necessary based on agency business rules.
L.2.3	The system must have the ability to create a new account based on submission processing from a public-facing portal.		ETK Regulatory allows the agency to decide whether or not an account can be created by a Public Facing user. If the agency desires the General Public to create an account the agency is also able to configure whether or not secret questions are required, captcha required, etc.
L.2.4	The system should allow for a hierarchy in the application of business rules.		ETK Regulatory allows the agency to apply business rules as needed via agency hierarchy via Transaction Definitions, Case Action Types and other Reference Data objects.
L.2.5	The system must have the ability to add and update customizable flags for use with individuals and entities.		A User Defined field can be added to track flags on an individual or corporate entity being tracked by the agency.
L.2.6	The system should have the ability to set flags in a batch for multiple contacts or licenses based upon data filters.		ETK Regulatory can be extended using a Custom Page which will allow the agency to set flags in batch for multiple entities or licenses.
L.2.7	The system must provide the ability to set the status of a flag based upon business rules (e.g. a bad check flag set automatically based upon a NSF condition for a contact and all related licenses).		An alert can be added to a record manually or via business process depending on the situation. Alert Definitions are configured by the agency and added manually or via job.
L.2.8	The system must have the ability to flag contacts for enforcement and conditional license mandates.		ETK Regulatory can be configured to add an alert from a Case Action or Compliance Item from an enforcement Case.
	Future Enhancements	Optional	Any responses to be noted under the Optional tab
L.2.a	**Multiple Address Capture and Maintenance**		
L.2.a1	The system must have the ability to differentiate between mailing addresses and location addresses.		Multiple Address types can be labeled for the user to be able to differentiate between the different types of addresses being tracked
L.2.a2	The system must have the ability to create and maintain multiple mailing addresses for each entity or individual.		Multiple Addresses can be tracked for an individual or entity in the system

Licensing (L)

Req #	Requirement Description		Bidder Response
	State Requirements		
L.2.a3	The system must have the ability to create and maintain multiple location addresses for each entity or individual.		Multiple Addresses can be tracked for an individual or entity in the system
L.2.a4	The system must capture a history of all addresses, with an active flag to identify current records for each physical and mailing types.		The system tracks an address and address history via an active flag to identify current records for each physical and mailing type being tracked.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
L.2.b	**Contact Data**		
L.2.b1	The system must have the ability to create and maintain multiple contacts for each license (e.g. officers, owners, phone numbers, email addresses, mailing addresses).		ETK Regulatory allows the agency to configure Relationship Definitions that are valid for each license. Each relationship tracked against a license can be maintained and have their own distinct set of information.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
L.2.c	**Business Relationships**		
L.2.c1	The system must have the ability to create and maintain relationships between contacts or licenses (such as partnerships, parent to subsidiary affiliations, entities to owners, entities to officers, pass-through entities, financially responsible individuals, related persons for incentive applications).		ETK Regulatory allows the agency to configure Relationship Definitions that are valid for each license. Each relationship tracked against a license can be maintained and have their own distinct set of information.
L.2.c2	The system must have the ability to track predecessor/successor relationships (for example, when businesses are sold and merged).		ETK Regulatory allows the agency to configure Relationship Definitions that are valid for each license. Start and End Dates for each of the relationships could be used to track when predecessor/successor relationships are made invalid.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
L.2.d	**Agent Tracking**		
L.2.d1	The system must have the ability to create and maintain third party agents acting for licensees (e.g. brokers, agents, attorneys, tax preparers, payroll services, certified service providers).		ETK Regulatory allows the agency to configure Relationship Definitions that are valid for each license. Each relationship tracked against a license can be maintained and have their own distinct set of information.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
L.2.e	**Requirements for integration with Delinquency Process**		
L.2.e1	The system should have the ability to support delinquency processing by creating filing period entries for all application and renewal cycles for which a licensee is liable at registration.		ETK Regulatory creates a renewal record delinquency date which allows an agency to track delinquency and appropriate calculate delinquent fees based on calculated dates.
	Future enhancements	Optional	Any responses to be noted under the Optional tab

Department Processing (DP)

	State Requirements		Bidder Response
Req #	**Requirement Description**		**Bidder Response**
DP.1 Standard Processing			
DP.1.1	The system must have the ability to process submissions and related forms for all Nebraska Banking and Securities Act License types.		ETK Regulatory gives the System Administrator the ability to configure submissions and forms (via Transaction Definitions) for Nebraska Banking and Securities.
DP.1.2	The system must have the ability to receive submissions through automated processes.		ETK Regulatory has the ability to accept submissions via interface or service through an automated process. The interfaces included in this proposal are mentioned specifically in later requirements but others could be added as necessary via change request.
DP.1.3	The system must have the ability to load and post submissions for processing.		Submissions can be loaded via interface or via an agency specific lockbox that is defined.
DP.1.4	The system must have the ability to compute and post/validate fees for submissions processing.		Fee Definitions associated to a Transaction are linked to a General Ledger Revenue code and can be a flat fee or formula based fee based on agency fee rules.
DP.1.5	The system must have the ability to process submissions in batch.		The system allows a back office user to enter many cash receipts that can later be applied as needed. Batch submissions can also be processed via interface.
DP.1.6	The system must have the ability to correct or capture erroneous submissions received for processing.		Validation rules and processes can be added to capture erroneous submissions received via Transaction. Additional data rules and system processes could be added to capture erroneous data sent via interfaces. We will need to work with the agency to understand the specifics of the rules desired.
DP.1.7	The system must have the ability to adjust submissions received for processing.		ETK Regulatory can be modified to allow system users to modify or adjust transactions submitted for processing by portal or license users.
DP.1.8	The system must have the ability to reverse submissions received for processing.		ETK Regulatory can be modified to allow system users to modify or adjust transactions submitted for processing by portal or license users that have been submitted but not processed. In addition, an additional transaction could be executed to reverse the submission if it was submitted in error previously.
DP.1.9	The system must have the ability to transfer submissions received for processing.		Checklists created on transaction submission can be assigned to different users and groups for processing. Checklist assignments can be transferred manually as necessary post submission.
DP.1.10	The system must have the ability to delete submissions received for processing.		If a transaction submission needs to be removed after being submitted the transaction can be removed as needed by a user configured with proper role permissions.
DP.1.11	The system must have the ability to reprocess submissions received for processing.		A transaction submission that needs to be reprocessed after submission can be assuming the transaction has not been successful completed or deleted prior to attempting to re-process.
DP.1.12	The system must have the ability to process an amended submission received for processing.		ETK Regulatory can be modified to allow system users to modify or adjust transactions submitted for processing by portal or license users that have been submitted but not processed. In addition, an additional transaction could be executed to reverse the submission if it was submitted in error previously.

	Department Processing (DP)		
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
DP.1.13	The system must have the ability to view filing history of original submissions and amended submissions.		ETK Regulatory allows historical incoming transactions/filings to be viewed on the Transaction History screen.
DP.1.14	The system must have the ability to search for applications or other submissions.		ETK Regulatory allows the user to search applications and other submissions in a variety of straightforward ways. Searches can be saved, shared or made on an ad-hoc basis.
DP.1.15	The system must have the ability to view processed submissions and adjustments.		ETK Regulatory allows the user to view processed submissions as well as adjustments that have been made in subsequent submissions via the Transaction History screen.
DP.1.16	The system must have the ability to process submissions and adjustments for payments that aren't related to the license process.		ETK Regulatory allows the system to administrator to configure MISC Transactions that can be used to track submissions and adjustments for payments that aren't related to the license process.
DP.1.17	The system must have the ability to place a submission on hold.		ETK Regulatory allows the user to delay processing a submission by setting auto validation flags on specific business fields relevant to the agency. This could be in the form of a Renewal Hold alert or other type of hold that would be relevant.
DP.1.18	The system must have the ability to place a group of submissions on hold based upon one or more business rules.		ETK Regulatory will allow a group of submissions to be placed on hold by using the extension page built specifically for the agency. This page will allow a group of processing holds to be placed on the system at a single point in time.
DP.1.19	The system should have the ability to release a group of submissions on hold based upon one or more business rules.		ETK Regulatory allows the administrator to set automatic checklist validations that could release a group of submissions as necessary based on specific data conditions being triggered.
DP.1.20	The system should have the ability to suspend submissions with errors pending correction.		ETK Regulatory allows a user to pause completion of a Transaction Submission pending a correction by using the Transaction Deficiency flow which allows quick routing and correction by the user via the Online Portal.
DP.1.21	The system should allow applications and payments to be processed independently.		ETK Regulatory allows an internal application to be processed separately from the payment required for completion of that application.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
DP.1.a	Channels		
DP.1.a1	The system must have the ability to process submissions received or data captured through paper applications.		ETK Regulatory allows an internal user to receive and process a paper application. Most agencies configure the internal submission to closely mimic the Online Portal user experience.

	Department Processing (DP)		
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
DP.1.a2	The system must have the ability to process submissions received or data captured through electronic filing. Electronic filing options include but not limited to: web portal or fillable PDF.		ETK Regulatory allows the administrator to configure which submissions/transactions should be available for submission on the web portal
DP.1.a3	The system must have the ability to fully capture, store, validate and display all submissions.		ETK Regulatory transaction workflow allows the administrator to configure validations for each individual question asked during a submission. In addition, the user can display a historical view of a transactions executed via the Online Portal.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
DP.1.b	**Management**		
DP.1.b1	The system should have the ability to automatically route submissions to work queues based on configurable business rules.		ETK Regulatory allows an administrator to configure the assignments of a Transaction Checklist based on agency business rules.
DP.1.b2	The system must provide a means to define and maintain configurable submissions processing rules.		The system allows an administrator to place Rules on a Transaction to define submission processing and execution processing for each filing/transaction.
DP.1.b3	The system must provide a means to define and maintain configurable submissions validation rules.		Validation rules can be defined and associated to a checklist or checklist item to allow for automatic execution.
DP.1.b4	The system should have the ability to establish user-defined tolerances (by dollar amount or percentage) across all exception identification criteria.		Validation rules can be used to establish tolerances for transaction submissions.
DP.1.b5	The system must provide the ability to view all submissions processed for a particular contact at the license level, or entity level.		Within ETK Regulatory a submission can be viewed historically from the level they are associated.
DP.1.b6	The system must provide the ability to format and standardize submissions received from all channels.		ETK Regulatory allows an administrator to standardize submissions received from all channels by placing the power in the administrators hands. If the administrator desires a transaction to be processed in a similar fashion regardless of whether the submission was received electronically or via paper the administrator has the power to configure this.
DP.1.b7	The system must have the ability to update Contact Accounting with fees and filing dates at the contact level for each submission processed.		ETK Regulatory allows fees to be processed on the Entity/Contact level.

Department Processing (DP)

State Requirements			Bidder Response
Req #	Requirement Description		
DP.1.b8	The system must have the ability to update Contact Accounting with fees and associated filing dates at the license level for each submission processed.		ETK Regulatory allows submissions processed from the license level to update entity and license information as necessary
DP.1.b9	The system must have the ability to process submissions for ad hoc fees that do not have a filing or renewal period (e.g., a request to move a branch).		ETK Regulatory allows ad hoc transactions to be configured by the administrator. These ad-hoc transactions can include ad-hoc fees that do not have filing or renewal periods.
DP.1.b10	The system must have the ability to process submissions that are not accompanied by payments.		ETK Regulatory allows an internal user to process submissions that are not accompanied by payments.
DP.1.b11	The system must have the ability to process submissions that are accompanied by payments.		ETK Regulatory allows an internal or portal user to process submissions that are accompanied by payments.
DP.1.b12	The system must provide ability to search submissions using configurable filters for all fields regardless of status.		Using ETK Regulatory' standard and advanced search tools the solution allows the user to search for submissions using a variety of filters.
DP.1.b13	The system must have the ability to post multiple submissions for the same filing period based on configurable business rules.		Multiple submissions for the same filing period can be configured fin ETK Regulatory based on agency requirements
DP.1.b14	The system must provide for payment and submission transfer functionality across entities based on configurable business rules.		ETK Regulatory can be extended as part of the project deliverables to provide for transfer functionality across entities.
DP.1.b15	The system must provide for payment and submission transfer functionality across licensee based on configurable business rules.		ETK Regulatory can be extended as part of the project deliverables to provide for transfer functionality across licensees

	Department Processing (DP)		
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
	Future enhancements	Optional	Any responses to be noted under the Optional tab
DP 2 Exceptions Processing			
DP.2.1	The system must be able to allow for exceptions processing.		Within ETK Regulatory transaction exception processing is conducted using Transaction checklists. Any checklist marked as deficient can be communicated (and hopefully resolved) to the licensee or applicant via standard business processes.
DP.2.2	The system must have the ability to create and maintain validation rules for the identification of submission exceptions.		ETK Regulatory allows the administrator to configure Rule Definitions which can be used as validation rules for the identification of submission exceptions.
DP.2.3	The system should have the ability to create and maintain suspense rules for submission exceptions.		ETK Regulatory can be extended to allow for suspense rules if certain submission exceptions are found.
DP.2.4	The system should have the ability to create and maintain error codes for submission exceptions.		ETK Regulatory employs standard checklist processing. Checklist processing allows a user to set the status and reason error codes for submission exceptions.
DP.2.5	The system should provide for form suspense and error correction.		ETK Regulatory allows for deficiencies in transactions to be identified, communicated and subsequently corrected by the appropriate actor.
DP.2.6	The system should have the ability for users to save submission work in progress.		ETK Regulatory allows users to save their transaction submission at any time. The user can then return to complete their work at the appropriate time.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
DP.2.a	**Adjustments**		
DP.2.a1	The system should have the ability to facilitate correction of submissions using electronic document images (i.e., side by side display of submission image and submission data screen or coordinated scrolling of submission data and submission image.)		During implementation, we will work with NE to determine how to facility correction of submissions with electronic document images.

Department Processing (DP)			
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
DP.2.a2	The system must have the ability to maintain a history of all user and batch updates for submissions.		ETK Regulatory allows the user to view all updates as necessary using the system standard audit.
DP.2.a3	The system must have the ability to record and display original and revised (system-calculated) data.		Through a historical record, ETK Regulatory can record and track (system-calculated) data as it relates to cost adjustments.
DP.2.a4	The system must provide the ability to view and change submission processing dates (e.g. received date, in date).		The administrator can configure a transaction to capture the appropriate date information as part of the transaction submission.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
DP.2.b	Automatic Flagging		
DP.2.b1	The system must have the ability to hold submissions based on business rules.		The ETK Regulatory system can be configured to allow hold submissions based on business rules.
DP.2.b2	The system must have the ability to release submissions based on business rules.		The ETK Regulatory system can be configured to allow release submissions based on business rules.
DP.2.b3	The system should have the ability to prioritize submissions based on business rules.		The ETK Regulatory system can be configured to prioritize submissions based on business rules.
DP.2.b4	The system should have the ability to flag submissions for review based on business rules.		The ETK Regulatory system can be configured to flag submissions for review based on business rules.
DP.2.b5	The system should have the ability to automatically workflow items based on configurable business rules		The ETK Regulatory system can be configured to automatically complete or fail workflow items based on configurable business rules.
DP.2.b6	The system should have the ability to automatically route worklists based on configurable business rules		The ETK Regulatory system can be configured to route worklists/checklists based on configurable business rules.
DP.2.b7	The system should provide for automated correspondence based on configurable business rules		The ETK Regulatory system can be configured to provide automated correspondence based on agency business rules.

	Department Processing (DP)		
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
DP.2.b8	The system must have the ability to apply a single remittance to multiple items within a submission.		The ETK Regulatory system allows a single remittance to cover multiple items within a submission.
DP.2.b9	The system must have the ability to apply multiple remittances to a single submission		The ETK Regulatory system allows multiple remittances to be applied in a single submission.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
DP.2.c	Pass Through Functionality		
DP.2.c1	The system must have the ability for one fee type to be a withholding agent for multiple other fee types and payers. (Pass through entities, branch fees paid by parent entities)		ETK Regulatory will utilize Rule Adapters during configuration to condition the fee.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
DP.2.d	Other		
DP.2.d1	The system must provide user configurable controls for submissions processing fee rates.		ETK Regulatory allows Fee Definitions to be configured which control the processing of fee rates.
DP.2.d2	The system should provide user configurable controls for submissions processing error messages and severity levels.		ETK Regulatory allows administrators to set configurable error messages based on Rule Definition configurations.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
DP.2.e	Management		
DP.2.e1	The system should provide ability to manually suspend (i.e. over-ride) batch transactions that create processing issues.		Once the system is extended to allow Batch updates based on client business rules the batch updates can be overridden by individual updates
	Future enhancements	Optional	Any responses to be noted under the Optional tab

Case Enforcement Management (CM)		
State Requirements		**Bidder Response**
Req #	Requirement Description	
CM.1 General		
CM.1.1	The system must have user configurable work list prioritization for all case management functions.	Within the Case Enforcement module ETK Regulatory allows a System Administrator to configure action items which can function as a configurable work list prioritization.
CM.1.2	The system should provide a statute references for all found issue types based upon configurable business rules.	ETK Regulatory allows an agency to configure statute references for all found issues based on agency hierarchy.
CM.1.3	The system must have the ability to create and maintain workflows.	ETK Regulatory allows an agency administrator to configure action items to drive workflows within the Case Enforcement module of the system
CM.1.4	The system should have the ability to create and maintain an informal appeals case.	ETK Regulatory enables an agency to define separate instances of "Case Nature" which would allow an administrator to define an Informal Appeals case nature type as necessary
CM.1.5	The system should have the ability to create and maintain a field audit case.	ETK Regulatory allows an agency administrator to define a "Field Audit" case nature for a standard ETK Regulatory case type. This configuration will allow an agency to report on field audit cases as necessary.
CM.1.6	The system should have the ability to create and maintain an office audit case.	ETK Regulatory allows an agency administrator to define a "Office Audit" case nature for a standard ETK Regulatory case type. This configuration will allow an agency to report on office audit cases as necessary.
CM.1.7	The system should have the ability to create and maintain a class action case.	ETK Regulatory allows an agency administrator to define a "Class Action" case nature for a standard ETK Regulatory case type. This configuration will allow an agency to report on class action cases as necessary.
CM.1.8	The system must have the ability to create and maintain a case against a non-licensed contact.	ETK Regulatory allows an agency to track cases against a licensed or non-licensed contact as is necessary by agency business process
CM.1.9	The system must have the ability to create and maintain a case where NDBF is one of multiple complainants.	ETK Regulatory allows the agency to track itself as an Entity within the system. This will enable NBDF to be a complainant on any case as necessary.
CM.1.10	The system must have the ability to create and maintain a case, generated from an examination finding.	Case Examinations can be related to other cases as necessitated by agency need within ETK Regulatory.
CM.1.11	The system must have the ability to create and maintain all case types with configurable data elements.	Case fields can be configured by users with the appropriate permissions. Fields can be created, updated, or deleted. A form's fields can also be reordered.

Case Enforcement Management (CM)			
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
CM.1.12	The system must provide a means to define and maintain configurable business rules for handling all case types.		Case actions can be configured by agency administrators for all case types defined in the system.
CM.1.13	The system must have the ability to establish work flow for case types.		Case Action Items and Case Enforcement Checklists are configured by an agency administrator as necessary to establish work flow for case types.

Case Enforcement Management (CM)			
State Requirements			
Req #	Requirement Description		**Bidder Response**
CM.1.14	The system should have the ability to track time spent working on a case, by activity type and location of work (on-site, alternate work-site or in-office) completed.		Time spent working against each case can be tracked on an Case Worker/Examiner's Expense Report. This information will be related and viewable against each relevant case as well as the type of time logged as needed by the agency
CM.1.15	The system must have the ability to consolidate all eligible contact fees owed into a single case.		Contact Fees that are applied from a Case Enforcement are consolidated on a Contact or License record depending on agency business process and application.
CM.1.16	The system must provide a means to define and maintain configurable case statuses.		ETK Regulatory allows an administrator to configure Case Statuses as necessary based on the agency hierarcy.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
CM 2 Search			
CM.2.a	General		
CM.2.a1	The system must provide ability to search cases using configurable filters on all data points and fields.		The system allows a user to search all fields of the system as necessary based on permissions granted to the user.
CM.2.a2	The system must have the ability to maintain a full history for all cases.		ETK Regulatory keeps a full history of all cases.
CM.2.a3	The system must have the ability to maintain a full internal audit trail for all cases.		ETK Regulatory keeps a full audit trail of all fields modified and associates that history with the parent object for easy viewing.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
CM.2.b	Administration and Search		
CM.2.b1	The system should have the ability to provide for automatic or manual case creation.		Case Examinations are created automatically as part of the scheduling process. Licenses can be configured to create a Pre-Approval or Post Approval examination if desired.
CM.2.b2	The system must provide the ability to add and view notes for any case based on assignable security roles.		ETK Regulatory allows the agency user to add notes as necessary to any case based on assigned security roles.
CM.2.b3	The system should allow users to manually assign all case types based on security roles.		ETK Regulatory allows users to assign cases based on roles defined at the case type and agency hierarchy level.

Case Enforcement Management (CM)			
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
CM.2.b4	The system must provide manual ability to move or reverse a case through the work flow.		ETK Regulatory allows additional manual actions to be applied to move or reverse a case.

Case Enforcement Management (CM)

Req #	Requirement Description		Bidder Response
	State Requirements		
			Bidder Response
CM.2.b5	The system should provide for automated movement of a case through the process flow based on aging and workflow controls.		ETK Regulatory allows the project team to define automated movement as necessary based on the process flow of aging cases. This is done through scheduled jobs that are run on an automated basis.
CM.2.b6	The system must have the ability to automatically or manually create correspondence.		ETK Regulatory allows the project team to define correeespondence that needs to be sent automatically. These correspondences can be created in a scheduled job and batched for printing as is appropriate.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
CM 3 Enforcement Processing			
CM.3.a	General		
CM.3.a1	The system must provide ability to create a complaint or other "initiating report" by a member of the public or internal staff member.		ETK Regulatory allows the project team to extend the system to include an Online Complaint form or "Initiating Report" by a member of the public. The internal staff member could go through this same publically available form or file the initiating report internally.
CM.3.a2	The system must provide ability to create a investigation off a initiating report to be worked by the department.		Once the initiating report has been entered ETK Regulatory allows the investigation to be worked in a standard or ad-hoc workflow using Action Items and Enforcement Checklists using agency business process.
CM.3.a3	The system must provide ability to create an Order off an investigation to be issued by the department.		ETK Regulatory allows an Order to be created as necessary based off an investigation.
CM.3.a4	The system must provide ability to create a follow up order to either vacate or amend a prior order.	•	ETK Regulatory can be extended through configuration to allow follow up orders to be vacated or amended as necessary.

Contact Accounting (CA)

Req #	Requirement Description		Bidder Response
	State Requirements		**Bidder Response**
CA.1 General			
CA.1.1	The system must maintain contact balances for each fee type.		ETK Regulatory allows an agency to track and maintain proper balances for each General Ledger Number or Revenue Code based on Fee Definition configuration held within the system.
CA.1.2	The system must have the ability for all functions of contact accounting to work without a filing period (e.g. ad hoc fees).		ETK Regulatory supports ad-hoc fees that can be configured against the agency hierarchy. These fees can be configured, applied and paid for outside of the filing period.
CA.1.3	The system must create and maintain a full history of all transaction detail affecting contact balances.		All transaction details affecting contact balances are tracked within ETK Regulatory.

Contact Accounting (CA)

	State Requirements		Bidder Response
Req #	**Requirement Description**		
CA.1.4	The system must use information from posted submissions to update accounts and contact obligations based on configurable business rules		ETK Regulatory only uses information from posted submissions to update revenue and billing accounts as necessary. Information in these submissions can be reported on as necessary.
CA.1.5	The system must allow users to manually create financial transactions based on security permissions and configurable business rules.		ETK Regulatory allows an agency to calculate the amount of money due in a financial transaction based on information collected in the application, renewal application or filing.
CA.1.6	The system must allow users to manually reverse or undo financial transactions based on security permissions and configurable business rules.		ETK Regulatory allows an appropriate administrator user reverse financial transactions as necessary based on security permissions and configurable business rules.
CA.1.7	The system must allow users to manually move and correct submissions and payments between contacts or licenses based on configurable business rules.		ETK Regulatory Revenue module supports manual payments and submissions adjustments.
CA.1.8	The system must automatically recalculate fee balances based on any transaction or adjustment.		The system automatically checks to see that the appropriate fee has been calculated prior to a transaction being completed.

Contact Accounting (CA)			
State Requirements			
Req #	Requirement Description		**Bidder Response**
CA.1.9	The system must allow users to initiate a recalculation of obligation balances at any time.		Although ETK Regulatory is not a financial system, the Revenue module does support account adjustments.
	Future enhancement	Optional	Any responses to be noted under the Optional tab
CA.2 Payments			
CA.2.1	The system must have the ability to accept and process payments for all submission types.		ETK Regulatory allows an administrator to configure submission types that they wish to accept.
CA.2.2	The system must provide all functions relating to the processing of payments.		ETK Regulatory provides all appropriate functions relatedt to the processing of payments.
CA.2.3	The system must accept payments from all existing NDBF payment channels, primarily check and ACH.		ETK Regulatory allows an administrator to configure submission types that they wish to accept. For electronic submission the system will support payment functions that are supported by the payment provider that the agency chooses to integrate with.
CA.2.4	The system must apply payments to all fee types and periods based on user-configurable business rules.		ETK Regulatory allows the user to apply payments to all fee types and periods based on user configurable business rules.

Contact Accounting (CA)

State Requirements			Bidder Response
Req #	**Requirement Description**		
CA.2.5	The system must have the ability to maintain all submission and payment information.		ETK Regulatory tracks all submission information appropriately.
CA.2.6	The system must have the ability to allocate payments to penalties, fees, and other agreements based on user-configurable business rules.		ETK Regulatory allows the agency to allocate payments and penalties, fees, etc based on user configurable business rules.
CA.2.7	The system must be able to apply a payment to a configurable set of fees.		ETK Regulatory allows the user to apply a payment to a transaction based on the fees that are assigned to the transaction definition.
CA.2.8	The system must be able to record, process, and report on all payment types.		ETK Regulatory allows an appropriate user to record, process and report on all payment types as needed.
CA.2.9	The system must be able to accept a payment from a third party on behalf of one or more contacts' fees/balances.		ETK Regulatory supports the ability to accept a payment from a third party on behalf of one or more contact fees. The specifics of the interface being described need to be accounted for and priced. Within this proposal we have included X number of hours for said integration.
	Future enhancement	Optional	Any responses to be noted under the Optional tab
CA.3 Payment Management/Credit Management			
CA.3.a	**General**		
CA.3.a1	The system must provide the ability to configure payment allocation and application rules.		ETK Regulatory allows an administrator to configure appropriate payment allocation rules based on configurable fields on a Fee Definition.
	Future enhancement	Optional	Any responses to be noted under the Optional tab
CA.3.b	**History, View and Reporting**		
CA.3.b1	The system must create and maintain payment history files.		ETK Regulatory keeps history of all payments made in the system.
CA.3.b2	The system must have the ability to search payments by configurable data filters.		ETK Regulatory allows an appropirate user to search payments based on configurable data filters

Contact Accounting (CA)

Req #	State Requirements		Bidder Response
	Requirement Description		
	Future enhancement	Optional	Any responses to be noted under the Optional tab
CA.3.c	Payment - Other		
CA.3.c1	The system should have the ability to suspend payment based upon the status of contact or license flags.		ETK Regulatory allows an appropriate user to add an alert. This alert allows the user to suspend payment or hold transaction completion as necessary.
CA.3.c2	The system should have the ability to distinguish and prioritize multiple liability types within a given liability based on user-configurable business rules.		ETK Regulatory allows the administrator to define Fee Definition Sequences which define and prioritize liability types.
	Future enhancement	Optional	Any responses to be noted under the Optional tab
CA.4 Billing, Notices and Mail			
CA.4.1	The system must have the ability to create and maintain both manual and automatic licensee billing.		ETK Regulatory allows the user to maintain both standard renewals and standard billing as necessary.
CA.4.2	The system must include controls to suppress billings based on configurable business rules.		ETK Regulatory allows an implementation team to build project specific extensions that include controls to suppress billings and renewals as necessary.
CA.4.3	The system must allow different billing cycles for each fee type.		Each billing cycle in ETK Regulatory is on License configuration
CA.4.4	The system must allow designated contacts or licenses to be billed out of cycle.		ETK Regulatory allows project specific extensions to be built to bill certain licenses or designated contacts out of cycle.

	Contact Accounting (CA)		
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
CA.4.5	The system must have an ability to configure consolidated or single licensee bills.		ETK Regulatory allows projects specific extensions to be built to consolidate or print single licensee bills.
CA.4.6	The system should be able to generate automatic notices for unpaid or underpaid liabilities.		ETK Regulatory allows project specific jobs to generate automatic notices for unpaid or underpaid liabilities.
CA.4.7	The system should be able to generate custom notices for unpaid or underpaid liabilities.		Custom notices can be configured within ETK Regulatory as necessary by an appropriate administrator.
CA.4.8	The system must have the ability to add a fee to a bill based on configurable business rules.		Fee Definitions can be configured as necessary within ETK Regulatory.
CA.4.9	The system must have the ability to adjust accounts in accordance with Generally Accepted Accounting Principles.		Accounts can be adjusted in accordance with generally accepted accounting principles. This can be done automatically, which a user with appropriate permissions will be able to override.
	Future enhancement	Optional	Any responses to be noted under the Optional tab
CA.5 Institution Assessments			
CA.5.1	The system should have the ability to manually create and maintain assessments.		ETK Regulatory allows a project team and administrator to configure an assessment fee as is necessary based on business rules.
CA.5.2	The system should be able to create and maintain assessments by batch process.		ETK Regulatory supports the creation of a batch process building a fee assessment.
CA.5.3	Assessments should be configurable for either fixed dollar and tiered amounts.		Assessments amounts are built on defined rules in ETK Regulatory.
CA.5.4	The system should have the ability to manually create and release automated and manual holds.		Automated and manual holds can be created using Alerts in ETK Regulatory. Alerts text and communication methods can be defined by the agency as needed.
CA.5.5	The system should have the ability for users to move payments and portions of payments to and from different fees assigned to the payee.		Standard ETK Regulatory functionality can be used to create a single cash receipt allocated to pay multiple fees by priority of fees or across multiple transactions (payees)
CA.5.6	The system should have the ability for users to manually cancel and/or adjust assessments.		Assessment amounts can be cancelled or adjusted as necessary after having been created in ETK Regulatory.
	Future enhancement	Optional	Any responses to be noted under the Optional tab
CA.6 Offsets			
CA.6.a	**Refunds**		
CA.6.a1	The system must have the ability to create, maintain and monitor refunds for erroneous payments.		Refunds can be created and tracked in ETK Regulatory. We can interface with NE DBF's payment system to alert the system of the refund details.
CA.6.a2	The system should provide for controls that limit the number and dollar amount of refunds issued in a particular cycle.		ETK Regulatory can be extended by the project implementation team to limit and control the dollar amount of refunds issued in a particular cycle.
CA.6.a3	The system should provide the ability to group multiple overpayments for one contact into one refund.		ETK Regulatory can be extended by the project implementation team to group multiple overpayments for one contact into one refund.

	Contact Accounting (CA)		
	State Requirements		
Req #	**Requirement Description**		**Bidder Response**
CA.6.a4	The system should provide a workflow for refunds.		A workflow can be developed around NE DBF's refund process, including the interface points where ETK Regulatory will need to communicate with NE DBF's payment system.
CA.6.a5	The system should provide a workflow for underpayments.		ETK Regulatory allows an underpayment to be applied. However the transaction checklist can not be fully completed without the transaction being fully paid for.
	Future enhancement	Optional	Any responses to be noted under the Optional tab

Department Accounting (RA)

Req #	State Requirements Requirement Description	Optional/ Additional	Bidder Response
RA.1 General			
RA.1.1	The system must have the ability to allocate and distribute funds across the entire range of department General Ledger accounts		ETK Regulatory allows the administrator to define as many revenue codes as necessary. Fee Definitions can then be associated with these revenue codes which will enable the system to distribute funds across the entire range of department General Ledger codes
RA.1.2	The system must have the ability to account for fund distributions across all fiscal periods and reporting periods according to business rules.		ETK Regulatory allows the administrator to define as many revenue codes as necessary. Fee Definitions can then be associated with these revenue codes which will enable the system to distribute funds across the entire range of department General Ledger codes
RA.1.3	The system must allow a user to manually distribute funds.		Funds can be manually applied to a Transactino which will distribute funds appropriately
RA.1.4	The system must have the ability to allow for correction or redistribution of funds to different accounts and/or fiscal periods.		Funds can be manually applied to a Transactino which will distribute funds appropriately
RA.1.5	The system must provide a means to create and maintain configurable business rules for handling all revenue accounting processes.		Business fee rules can be configured within a Fee Definition. This allows the administrator to handle all revenue accounting processes as necessary.
RA.1.6	The system must have the ability to accept a user defined fiscal year.		Fiscal years can be defined within ETK Regulatory.
RA.1.7	The system must have the ability to accept a user defined fiscal period.		Fiscal years can be defined within ETK Regulatory.
RA.1.8	The system must have the ability to maintain summary revenue accounts automatically as a result of liability and payment postings to department and contact accounts.		Revenue reports can be created within ETK Regulatory that will allow the revenue adminstrator to track summary revenue accounts as necessary.
RA.1.9	The system should have the ability to maintain and report revenue accounting including distributions which will interface with the state's current financial accounting system.		ETK Regulatory can be configured to interface with the states current financial accounting system with the appropriate distributions.
RA.1.10	The system must have the ability to provide access to and views of the underlying transaction data for all revenue accounting entries.		ETK Regulatory allows users that have permission to view the underlying tranasction data for all revenue accounting entries.
RA.1.11	The system must have the ability to adjust distribution amounts based upon user defined business and security rules.		ETK Regulatory can be extended to allow distribution amounts based on user defined business and security rules
RA.1.12	The system should provide reports to support reconciliation of receipts from multiple sources for all fiscal periods on a daily/monthly/annually basis.		ETK Regulatory allows the user to create reports or use standards reports that are available to reconcile receipts from multiple sources for all fiscal periods on a user defined basis.

	Department Accounting (RA)		
	State Requirements		**Bidder Response**
Req #	**Requirement Description**	**Optional/ Additional**	**Bidder Response**
RA.1.13	The system should provide for an adjustments and transfers report that shows impacts at the license type account level.		An adjustments and transfers report can be built with the agencies involvement which will allow the user to view impacts at the license level as necessary by the business.
RA.1.14	The system should have the ability to maintain the revenue accounts (e.g. Journal Vouchers).		ETK Regulatory allows stnards revenue accounts to be maintained as necessary by the business.
RA.1.15	The system must have the ability to make automatic/real time changes at the revenue accounting level whenever there is a change made at the contact accounting level.		Revenue changes that happen at the license or entity level flow through to the revenue system immediately when a change is made in ETK Regulatory.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
RA.2 External Inputs			
RA.2.1	The system must have the ability to record revenue accounting entries for payments not processed in the system (e.g. federal partners and/or accounting entries from other state agencies or external systems).		ETK Regulatory can be extended to record revenue accounting entries for payments not processed in the system.
RA.2.2	The system must maintain a full history of all accounting transactions.		ETK Regulatory maintains a full history of all accounting transactions
RA.2.3	The system must maintain a full internal audit trail of all accounting transactions.		ETK Regulatory maintains a full internal audit history throughout the entire application.
	Future enhancements	Optional	Any responses to be noted under the Optional tab

Technical (TR)			
State Requirements			
Req #	Requirement Description		Bidder Response
TR.1 Reporting Database			
TR.1.1	The system may provide a reporting database for the software.	Optional	Any responses to be noted under the Optional tab
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.2 RDBMS			
TR.2.1	The Bidder must identity the preferred RDBMS and provide a quote for the licenses. State reserves the rights to acquire the licenses for RDBMS off of current enterprise agreements.		The system can use either MS SQL Server or Oracle. MicroPact can accommodate the state bringing their own license.
TR.2.2	The RDBMS for the software may be Oracle, Microsoft SQL Server (preferred), or DB2-UDB.		Microsoft SQL Server is the preferred RDBMS system.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.3 Scalability, Performance and Availability			
TR.3.a	General		
TR.3.a1	The software and hardware must be scalable to accommodate 100 concurrent internal users and 500 external users.		ETK Regulatory can scale to the level of users necessary with no issue.
TR.3.a2	State of Nebraska will host this application at OCIO. State of Nebraska prefers this to be in a virtual environment, which may be cloud-based within the State's existing enterprise cloud subscription. The bidder must specify the hardware requirements.		Please see Appendix C for our system specifications in regards to the necessary VM requirements

Technical (TR)			
State Requirements			**Bidder Response**
Req #	Requirement Description		
TR.3.a3	The system must have the ability to transfer operation from a failed database or application server to a similar, redundant component to ensure uninterrupted data flow and operability (i.e., database server and application server failover capability).		This can be accomplished either through a regular backup strategy or database mirroring, depending on the state's specific requirements.

	Technical (TR)		
	State Requirements		
Req #	**Requirement Description**		**Bidder Response**
TR.3.a4	The system must have the ability to create and maintain new license types for uses across all system functions.		License Types can be created an updated within the system by the administrator. Based on License settings the system will behave in appropriate ways.
TR.3.a5	The bidder must provide hardware/software recommendations that allow the State to allow a 99.9% up-time rate.		We can provide the state with specific recommendations upon further discussion. However, we can only provide a 99.9% uptime (outside of maitenance) if we are hosting. Otherwise, the uptime will be based upon the hosting NE DBF uses.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.3.b	**Compatibility with Department's Current Technical Environment**		
TR.3.b1	The system must be compatible with the current TCP/IP, ethernet network.		ETK Regulatory complies with this requirement
TR.3.b2	The system must be compatible with Windows 10 Intel PCs.		ETK Regulatory complies with this requirement
TR.3.b3	The system must be compatible with Active Directory and Azure Active Directory Hybrid Security.		Yes, ETK Regulatory is compatible with Azure and Active directory.
TR.3.b4	System must be compatible with the current Enterprise Content Management System, Hyland OnBase 17.		This can be accomplished utilizing ETK Regulatory's open APIs.
TR.3.b5	The bidder's software must be able to use the state's enterprise storage SAN.		Yes. MicroPact utilizes a SAN for ETK Regulatory internally.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.3.c	**Technical Environments**		
TR.3.c1	The bidder needs to define all products, licenses, and setup for technical environments needed to support a testing full size performance environment. The State reserves the right to purchase required products off of the State's enterprise agreement.		Please see Appendix C for our system specifications.
TR.3.c2	The bidder needs to define all products, licenses, and setup for technical environments needed to support a production environment. The State reserves the right to purchase required products off of the State's enterprise agreement.		Please see Appendix C for our system specifications.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.3.d	**Maintenance, Configurability and Upgradeability**		
TR.3.d1	The proposed software must provide documented user customization that allows the functionality of the system to be extended without modifying the base application.		ETK Regulatory can be extended as necessary using APIs that are made available

Technical (TR)			
State Requirements			
Req #	Requirement Description		Bidder Response
TR.3.d2	The bidder must provide support for the timely and coordinated installation of application, updates, other licensed software, or security patches.		All patches and updates are coordinated with our clients. Maintenance typically occurs Tuesday and Saturday evenings. Major updates come out about once a quarter, however most clients update once a year (a client always has the choice whether or not to upgrade with non-critical updates.)
TR.3.d3	The proposed software must provide the ability to promote a new tested version of the application into the production environment.		Natively the entellitrak application is able to import in updated configuration of the system within the production environment.
TR.3.d4	The proposed software must provide version control, testing, change control, and staging capabilities.		MicroPact utilizes eclipse as a integrate IDE into the entellitrak application. Utilizing eclipses native features version control is done. At the start of the project, a Change Control Management document will be produced, identifying how MicroPact and the state will work together on change control. Lastly, testing and staging is done by standing up separate environments so that code is not promoted to a higher tiered environment e.g. production, without having gone through testing and being approved by the state for a push to production.
TR.3.d5	The proposed solution must have an ongoing maintenance contract.		We have included our maintenance package as part of our price document. Our maintenance contract includes helpdesk support (M-F 8 am - 8 pm Eastern; available via phone and email) and access to ETK Regulatory release notes and upgrades.
TR.3.d6	The proposed solution must have a warranty.		We have a 90-day Warranty. Please see our End User Licesnse Agreement (EULA), Section B.3, in Appendix A.

Technical (TR)			
State Requirements			
Req #	Requirement Description		Bidder Response
TR.3.d7	The bidder must describe the help desk and technical support options available.		Standard support and maintenance is functionally for tier 3 and tier 4, system and product level support. Issues are typically vetted through a customer-provided tier 1 and 2 prior to reaching the MicroPact support team. MicroPact provides prompt and diligent support for inquires. Emails are responded to within 24 hours, and a customer-facing service desk website (OPTICS) is provided. Resolution times vary widely, depending on the complexity and severity of the question or issue. Critical work-stoppage or outage level issues are escalated immediately and typically resolved within 2 hours of contact. Issues which require code changes to the application will be released on a 2-week sprint cycle, while issues which require solution changes will be escalated to the product team to be addressed in a future release. Critical issues are given accelerated priority.

Technical (TR)			
State Requirements			
Req #	Requirement Description		**Bidder Response**
TR.3.d8	The bidder must describe technical and functional problem resolution processes.		Once an issue is reported, MicroPact utilizes a ticketing system to capture the issue. MicroPact may ask clarifying questions based on the issue but the general resolution process is 1)Review the system logs 2)Attempt to replicate 3)Identify Issue 4) Resolve
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.3.e	**Configurability**		
TR.3.e1	The system must conform to ADA, Section 508 standards and NITC standards.		All base applications developed by MicroPact, including ETK Regulatory, are compliant with Section 508 accessibility requirements. A copy of a completed entellitrak Voluntary Product Accessibility Template (VPAT) can be found at http://www.micropact.com/508/entellitrak-vpat/.
TR.3.e2	Labels and on-screen text must be configured or configurable to align with common department terminology.		Based on our Regulatory business knowledge we've made specific pieces of text configurable as necessary. We expect that these will align as necessary to align common department practices.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.4 Document and template management			
TR.4.a	**Forms Definition**		
TR.4.a1	The system must allow staff to define and maintain forms and configurable forms business rules.		ETK Regulatory allows the agency to maintain Transaction Defintions as well as Letter templates as necessary.
TR.4.a2	The system must have the ability for programmer supplementation to deal with complexities of forms that cannot be handled by forms configuration.		ETK Regulatory allows the agency to supplement system configuration with a programmer who will use the system APIs made available to extend the system.
TR.4.a3	The system must allow for editing of forms (e.g. intra-form math) business rules on forms.		ETK Regulatory allows the agency to supplement system configuration with a programmer who will use the system APIs made available to extend the system.
TR.4.a4	The system must have the ability to define and maintain business rules for multiple time periods for the same form.		The system allows Start and Ednd Dates to be configured on Table driven business rules
TR.4.a5	The system should have the ability to associate forms that may be filed together as part of a single submission.		ETK Regulatory can be extended to allow the forms to be filed to gether.
TR.4.a6	The system must have the ability to allow definition of range checks, tolerances, numeric/alpha, and other validations typically performed on submission form data.		ETK Regulatory allows an administrator to configure Rule Definitions to control range checks and tolerances. Other validation can be configured using a standard Transaction Question.

Technical (TR)			
State Requirements			
Req #	Requirement Description		Bidder Response
TR.4.a7	The system should have the ability to allow for a hierarchy of form business rules.		Letter template business rules can be configured on the agency hierarchy as necessary.
TR.4.a8	The facility should provide for a copy and paste function, so form administrators do not have to start from scratch in defining the form for a new year.	Optional	Any responses to be noted under the Optional tab
TR.4.a11	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.5 Operations and Operational Flexibility			
TR.5a	General		
TR.5.a1	The system must have the ability to support batch processing and daily operations concurrently including internal and external user operations.		ETK Regulatory can be extended to allow batch operations by the agency.
TR.5.a2	The system should have the ability for batch cycle-configured client accounting functions of the system to be user-initiated.		ETK Regulatory can be extended to allow batch operations by the agency.
TR.5.a3	The system should have the ability for batch cycle-configured submission processing functions of the system to be user-initiated.		ETK Regulatory can be extended to allow batch operations by the agency.

Technical (TR)			
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
TR.5.a4	The system should have the ability for batch cycle-configured case management functions of the system to be user-initiated.		ETK Regulatory can be extended to allow batch operations by the agency.
TR.5.a5	The system should have the ability for batch cycle-configured correspondence functions of the system to be user-initiated.		ETK Regulatory can be extended to allow batch operations by the agency.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.5.b	Batch Processing		
TR.5.b1	The system must have the ability to support and manage batch workflows.		ETK Regulatory supports batch jobs through the the Job Scheduler made available through the entellitrak platform. Any special agency needs that aren't supported by ETK Regulatory out of the box can be added as needed during the project delivery.
TR.5.b2	The system must have the ability to create and maintain batch processing business rules.		ETK Regulatory Supports users configuring business rules for batch job processing.
TR.5.b3	The system must have the ability for bulk batch processing reversals (i.e., if the system has a glitch and large volumes of bad data hit the posting system, the system must be able to strip those records (as a bulk reversal) from the system).		Processing reversals is not currently supported by ETK Regulatory. It is on the roadmap for 2020. Our recommendation would be to rollback to the previous night's backup in the case of a catastrophic batch job failure.
TR.5.b4	The system must have full backup and recovery capabilities for data and application components.		ETK Regulatory supports full backup and recovery capabilities for data and application components. Since the agency has stated a desire to host the application the agency will be responsible for having access to this backup data.
TR.5.b5	The system must have the ability to archive data that is over a specified age, to be determined based on business rules, and to purge this archive based upon a user-defined schedule.		Data retention is not a configurable feature of ETK Regulatory. However ,ETK Regulatory can be extended through custom batch jobs to perform any kind of purging and archiving operations.
TR.5.b6	The system must have the ability to provide condition codes and other status information on batches.		Status of batch jobs is always reported back through the interface. Batch jobs will report detailed reasons for failure in an exception log.
TR.5.b7	The system must provide versioned business rules tables and data with effective and expiration dates.		Business rule table in ETK Regulatory contain Effective and Expiration Dates which allow the system to grow with the agency as business rules and code values change over the life of the system.

Technical (TR)			
State Requirements			Bidder Response
Req #	Requirement Description		
	Future enhancements	Optional	Any responses to be noted under the Optional tab

Technical (TR)			
State Requirements			
Req #	Requirement Description		Bidder Response
TR.5.c	Job Scheduler		
TR.5.c1	The system must have a job scheduling capability that covers all batch operations for the system (e.g. batch load, batch update, reports, and correspondence generation). Manual override capability must be available.		ETK Regulatory has an appropriate job scheduling activity built in which allows the system to perform all batch operations.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.5.d	Maintenance, Configurability and Upgradeability		
TR.5.d1	The system must support extracts, exports, and downloads.		ETK Regulatory complies with this requirement
TR.5.d2	The bidder must describe their Service Level Agreement options for their products.		Please see Appendix B of the Technical for more information
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.6 Security			
TR.6.1	PII Rules must be manually configurable to match state rules (Nebraska, for example, says PII an example of PII is both a name and one of a DOB or address).		PII rules can be defined based upon federal and state laws and requirements.
TR.6.2	PCI data must be highlighted in the system, segregated from other data and encrypted.		PCI data is not stored in the system in any way. ETK Regulatory relies on a Financial processing hand off to process credit card or ACH transactions.
TR.6.3	The system must adhere to security standards and policies that are required by the State of Nebraska as defined by the NITC. For specifics, see: NITC 8-101: Information Security Policy http://nitc.nebraska.gov/standards/8-101.html NITC 8-102: Data Security Standard http://nitc.nebraska.gov/standards/8-102.html NITC 8-301: Password Standard http://nitc.nebraska.gov/standards/8-301.html NITC 8-302: Identity and Access Management Standard for State Government Agencies http://nitc.nebraska.gov/standards/8-302.html		MicroPact undergoes a yearly FedRAMP assessment and numerous independent assessments with agencies who follow NIST 800-53. Where feasible, we will follow the security practices put out by the State of Nebraska.

Technical (TR)			
State Requirements			
Req #	Requirement Description		Bidder Response
TR.6.4	The system must adhere to all security standards prescribed by the NIST Publication 800-53.		MicroPact undergoes a yearly FedRAMP assessment and numerous independent assessments with agencies who follow NIST 800-53.
TR.6.5	The system must provide a security administrator function that allows for, at a minimum, separate controls for view, add, change, and delete,		ETK Regulatory complies with this requirement
TR.6.6	The system must provide for role and permission based security.		ETK Regulatory complies with this requirement
TR.6.7	The system must provide for access and update controls by page, license type, and user action.		ETK Regulatory allows the agency to configure who has access to what license types. The system automatically takes data permissions into account on create, view, update and delete.
TR.6.8	The system must have security that integrates with automated workflow components for establishing access and update privileges for work lists.		ETK Regulatory allows the agency to configure who has access to what license types. The system automatically takes data permissions into account on create, view, update and delete.
TR.6.9	The system must have security that establishes page and element level access.		The entellitrak product inherently has the capabilities to set CRUDS for users down to the data element level.
TR.6.10	The system must have security that integrates with automated workflow components for establishing access and update privileges for definition of which users are included in particular workgroups.		Yes, entellitrak has multiple levels of roles, permissions, and assignments that can be built into the workflow of the system.

Technical (TR)			
State Requirements			
Req #	Requirement Description		**Bidder Response**
TR.6.11	The system should support multi-factor authentication using Microsoft's Azure MFA capabilities.		Yes, with the assumption we would use SAML.
TR.6.12	The system should provide a single sign-on for all internal functions.		Yes, single sign on is support by the entellitrak.

Technical (TR)			
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
TR.6.13	The system should support single sign-on capabilities via integration with Active Directory.		Yes, single sign on is support by the entellitrak.
TR.6.14	The system must maintain an audit trail of user activity that includes user ID and time/date stamp and IP address.		Yes by default within entellitrak audit logs are captured for application users, which contains user ID and time/date stamp and IP address
TR.6.15	The system must provide an audit trail of system administrators activities including user ID and time/date stamp and IP address.		Yes by default within entellitrak audit logs are captured for application administrators, which contains user ID and time/date stamp and IP address

Technical (TR)			
State Requirements			
Req #	Requirement Description		Bidder Response
TR.6.16	The system must encrypt both in the production system, test system, reporting database, and in backups any personally identifiable client data including data stored as part of the error log.		Yes for production data in transit it is encrypted, production data at rest can be encrypted at an additional cost at either the DB or SAN level.
TR.6.17	The system must encrypt all personally identifiable data in transit for all environments.		By default production data in transit is encrypted.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
TR.7 USER INTERFACE			
TR.7.a	General		
TR.7.a1	The user interface must be browser-based, compatible with Microsoft Internet Explorer or Edge. Bidder will notify which versions are compatible.		ETK Regulatory is a browser based solution. ETK Regulatory system supports both Microsoft Explorer (version 11) and Microsoft Edge (version 39.14986).
TR.7.a2	The system must have online help at the screen or page level that includes internal and external users.		By default, ETK Regulatory has a link to the help module. The Help module will contain information to assist users in accomplishing typical tasks.
TR.7.a3	The system must have the ability to carry forward header information when navigating from one screen (or page) to another.		ETK Regulatory includes standard header information that is caarreid forward consistently throughout the application.
TR.7.a4	The system must have the ability to restrict or eliminate menu selections that the user is not authorized to use based on security settings.		ETK Regulatory automatically adjusts a users menu settings based on the users security role settings.
TR.7.a5	The system must display both client submitted and department calculated values on filing amounts for internal users.		Included in this proposal is the extension of the system that will display the department calculated values on filing amounts along with the department calculated values.
TR.7.a6	The system must have formatted printing of selected pages.		Pages can be formatted to be printer-friendly.
TR.7.a7	The system should have a time and date stamp on formatted printing.		Time and date stamp of printed pages is a native feature of most printers.
	Future enhancements	Optional	Any responses to be noted under the Optional tab

Technical (TR)			
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
TR.7.c	**Interfaces**		
TR.7.c1	The system must have the ability for information from internal and external interfaces to update client information based on business rules.		ETK Regulatory can be configured and extended to allow for internal and external interfaces using flat files, API calls, or web services in a real time or scheduled way.
TR.7.c2	The system must support internal interfaces with existing State of Nebraska systems as necessary during and after system implementation.		ETK Regulatory can be configured and extended to allow for internal and external interfaces using flat files, API calls, or web services in a real time or scheduled way.
TR.7.c3	The system must have the ability to interface with the State of Nebraska's central accounting system JD Edwards E1 Payroll Financial Center or Fuzion, depending on project completion.		Included in this proposal is the design, development, and deployment of the JD Edwards E1 Payroll Financial Center. The assumption by MicroPact is that this particular interface is a flat file interface that contains approximately 30 fields separated by a standard delimiter.
TR.7.c4	The system must have the ability to import information from the Nationwide Mortgage Licensing System, including capabilities to re-configure as their system changes.		ETK Regulatory interfaces with the NMLS v1.0 system. Entity and License Information. Relationships can also be created and maintained using the NMLS v1.0 interface.
TR.7.c5	The system must have the ability to import Call Report, Uniform Bank Performance Report (UBPR) and Statistical CAMELS Off-site Rating (SCOR) information from the FDIC Extranet, including capabilities to re-configure as their system changes.		ETK Regulatory currently supports an agency importing Call Reports as well as UBPR reports. Camels Off Site Rating import is currently not supported but has been included in this proposal and will be completed as part of the project.
TR.7.c6	The system should have the ability to import CSV information from the Financial Industry Regulatory Authority (FINRA) Central Registration Depository (CRD)/Investment Advisor Registration Depository (IARD), or the "State Data Download" XML package, including capabilities to re-configure as their system changes.		Included in this proposal is the design, development, and deployment of the FINRA CRD/IARD XML package.
TR.7.c7	The system must have the ability to import information from the ABD BlueExpress System (XML files on FTP), including capabilities to re-configure as their system changes.		Included in this proposal are the changes necessary to enable ETK Regulatory to interface with the ABD BlueExpiress system.
TR.7.c8	The system must have the ability to import information from the North American Securities Administrators Association (NASAA) Electronic Filing Depository (EFD), including capabilities to re-configure as their system changes.		Included in this proposal are the changes necessary to enable ETK Regulatory to interface with the NASAA - EFD system

Technical (TR)			
State Requirements			**Bidder Response**
Req #	Requirement Description		
TR.7.c9	The system should import license and enforcement information for Federally regulated entities that have offices in Nebraska from bulk delimited, Excel or XML-based (including XBRL) files or via API call.		The system will be configured for the specific in scope interfaces.
TR.7.c10	Capture digital signature information from a e-signature provider, preferably DocuSign.	Optional	Any responses to be noted under the Optional tab
	Future enhancements	Optional	Any responses to be noted under the Optional tab

	Common Services Requirements (CO)			
State Requirements				**Bidder Response**
Req #	**Requirement Description**			
CO.1 Correspondence				
CO.1.a	General			
CO.1.a1	The system must be able to establish and maintain a library of correspondence templates that will be used for system generated correspondences, notices, and bills.			Correspondence templates are configured and stored in ETK Regulatory. Templates are stored on the agency hierarchy for straightforward re-use across the organization
CO.1.a2	The system must be able to provide a means to define and maintain configurable business rules for handling correspondence.			ETK Regulatory utilizes the agency hierarchy and module to determine what correspondence is available for selection within the system. Scheduled Jobs and alerts that may send automatic letters can utilize different agency business rules as necessary.
CO.1.a3	The system must be able to save a read only copy of all correspondence generated or created on an ad hoc basis for online retrieval and viewing.			ETK Regulatory can be extended to save a read only copy of all correspondence generated.
	Future enhancements		Optional	Any responses to be noted under the Optional tab
CO.1.b	Paper Stock, Formats and Printing			
CO.1.b1	The system must be able to route correspondence to multiple printers, including the DAS Print Shop.			ETK Regulatory allows the system user to choose what printer should be used as the target using standard Windows Printer Selection.
CO.1.b2	The system must be able to queue correspondence for batch printing based on configurable business rules.			ETK Regulatory allows the user to print a one off document or to send to queue to print in batch.
CO.1.b3	The system should be able to batch print jobs to a merged .pdf based on configurable business rules.			ETK Regulatory allows the agency to batch print documents as necessary. Currently the documents are stored in Word format but the system could be extended as necessary to bulk print these documents in pdf format.
CO.1.b4	The system must be able to provide variable text formatting both within and across different correspondence types.			ETK Regulatory allows the user to utilize template variables across different correspondence types
CO.1.b5	The system must be able to automatically maintain a correspondence log.			ETK Regulatory maintains a correspondence log in areas where documents are generated.
CO.1.b6	The system must be able to print an exact duplicate of a previously generated notice, bill, or other correspondence.			ETK Regulatory keeps a copy of the historical document that was printed to allow the user to print a previously generated notice, bill or other correspondence.
CO.1.b7	The system should be able to re-send submitted mail items to a secondary address in a pre-defined hierarchy of addresses.			ETK Regulatory allows a document to be re-printed and sent to an address based on the template variable selected.
CO.1.b8	The system must be able to suppress mailings to "bad addresses".			ETK Regulatory allows the address to be removed or expired if it is determined to be "Bad". This address can be filtered out as necessary from template variables to avoid sending to these incorrect addresses.

	Common Services Requirements (CO)		
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
CO.1.b9	The system should be able to define ongoing and/or unique sending of correspondence based on a set of pre-identified parameters (e.g., a one time exception set of processes, or natural disasters).		Scheduled jobs and alerts can be created in ETK Regulatory to define when correspondence would be sent based on pre-defined parameters.
CO.1.b10	The system must be able to generate and support the mailing process for correspondence, including the DAS Print Shop.		ETK Regulatory creates the documents that need to be mailed with the appropriate template variables pre-filled. The agency is free to use a Print Shop or separate mailing process for correspondence as needed
CO.1.b11	The system must be able to rerun print jobs.		ETK Regulatory allows a user to re-run print jobs as needed.
CO.1.b12	The system must be able to restrict the printing of SSN, TPID, or FEIN on correspondence according to business rules.		Template variables can be used to restrict the printing of sensitive information as needed.
CO.1.b13	The system should be able to generate unlimited correspondence templates.		Correspondence templates are configured and stored in ETK Regulatory. Templates are stored on the agency hierarchy for straightforward re-use across the organization
CO.1.b14	The system should be able to insert bar codes or QR codes on correspondence.	Optional	Any responses to be noted under the Optional tab
CO.1.b15	The system should be able to read bar codes on submitted mail and automatically update status of the correspondence and update address status to 'bad address".	Optional	Any responses to be noted under the Optional tab
CO.1.b16	The system should be able to allow users to review, edit, or delete individual correspondences or an entire correspondence batch job before batch printing.		The user is able to review each individual correspondence as necessary before batch printing a large document.
CO.1.b17	The system should be able to support overnight delivery of certified and registered mail.	Optional	Any responses to be noted under the Optional tab
CO.1.b18	The system should be able to support certified delivery of mail.	Optional	Any responses to be noted under the Optional tab
CO.1.b19	The system should be able to support registered delivery of mail.	Optional	Any responses to be noted under the Optional tab

Common Services Requirements (CO)			
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
CO.1.b20	The system should be able to automatically associate various documents that are to be mailed together based on profile addresses (excluding assessments).	Optional	Any responses to be noted under the Optional tab
CO.1.b21	The system should be able to assemble ad hoc correspondence from a library of standard paragraphs that are maintained in the system.	Optional	Any responses to be noted under the Optional tab
CO.1.b22	The system should be able to generate a cover letter to be attached to an exact copy of a letter.		A cover letter can be included as necessary using a Document Template within ETK Regulatory.

Common Services Requirements (CO)

	State Requirements		Bidder Response
Req #	Requirement Description		
	Future enhancements	Optional	Any responses to be noted under the Optional tab
CO 1.c	Contact Management		
CO.1.c1	The system should be able to track emails to contacts and associate the emails with the contact or license's account.	Optional	Any responses to be noted under the Optional tab
CO.1.c2	The system should be able to track correspondence to contacts or licensees and associate the correspondence with the account record.	Optional	Any responses to be noted under the Optional tab
	Future enhancements	Optional	Any responses to be noted under the Optional tab
CO.2 Reporting			

Common Services Requirements (CO)		
State Requirements		**Bidder Response**
Req #	**Requirement Description**	
CO.2a	General	
CO.2.a1	The system must be able to provide a 'reports' library that contains all scheduled, as needed, and previously created ad hoc reports from both the production and reporting databases.	ETK Regulatory contains a number of System reports that are made available and also allows the agency to define additional reports as necessary.
CO.2.a2	The system must allow users to define and maintain configurable business rules for handling reports.	ETK Regulatory contains a number of System reports that are made available and also allows the agency to define additional reports as necessary. Reports are secured based on role within the system.
CO.2.a3	The system must allow users to report on all data elements maintained in the system. (e.g. within contact information, submissions processing, revenue accounting, enforcement, audit, security and contact accounting).	All Data elements in ETK Regulatory can be reported on based on agency business process.
CO.2.a4	The system must allow users to select reports to run from a reports library.	All reports in ETK Regulatory can be selected from a reports library.
CO.2.a5	The system must be able to provide user-configurable management reports.	User configurable management reports can be created in ETK Regulatory as needed. If reports are needed beyond what has been included in this proposal they can be created by the agency or with MicroPact help and services.
CO.2.a6	The system must allow users to configure, schedule and execute recurring batch reports.	Batch Reports can be scheduled using the scheduled job area of ETK Regulatory.
CO.2.a7	The system must be able to save and maintain a history of all recurring batch reports.	In the scheduled jobs area the system maintains a history of all recurring batch reports.

	Common Services Requirements (CO)		
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
CO.2.a8	The system must allow system admins to create or modify user functionality security rules.		The system admin can modify role permissions and user inclusion in those roles as necessary in ETK Regulatory.
CO.2.a9	The system must support parameter driven queries.		ETK Regulatory supports parameter driven queries.
CO.2.a10	The system must allow users to perform drill-down inquiries from related summary line items to the transaction detail level.		ETK Regulatory supports drill down reports using Jasper reporting. We have included an advanced report configuration in this proposal to support this requirement
CO.2.a11	The system must be able to send output reports from the production application or the reporting database to offline printing at DAS print shop.		ETK Regulatory allows the system user to choose what printer should be used as the target using standard Windows Printer Selection.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
CO.2.b	Reporting Database and Ad Hoc Reporting		
CO.2.b1	The system should be able to automatically update and maintain data synchronization between the production database for the system and any reporting or other databases.		Synchronization will be dependent on hosting selection, however, timestamps within the system are hosting/server settings. Thus, the timestamps will match NE's servers.
CO.2.b2	The system should be able to create and maintain an unlimited number of ad hoc reports.		ETK Regulatory allows an unlimited number of ad-hoc reports to be created within the system.
CO.2.b3	The system must be able to create ad hoc reports with configurable time parameters.		ETK Regulatory supports being able to create ad-hoc reports with configurable time parameters.
CO.2.b4	The system must be able to use ad hoc reporting facility to create an extract.		ETK Regulatory can be extended to allow extracts to be created from ad-hoc reports.
CO.2.b5	The system must be able to report on aging of all business parameters (e.g. workflow, cases, submissions, refunds)		This proposal includes all system reports available in ETK Regulatory in addition to 30 custom reports as needed by the agency.
	Future enhancements	Optional	Any responses to be noted under the Optional tab

Common Services Requirements (CO)			
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
CO.3 General Workflow			
CO.3.a	General		
CO.3.a1	The system must be able to provide an automated work flow function that provides for setup and maintenance of work lists by a workflow administrator.		This proposal includes making the changes necessary to allow the configurable work lists to be moved from user to user as necessary.
CO.3.a2	The system should be able to provide an automated work flow function that provides for setup and maintenance of routing rules by a workflow administrator.		Routing rules of a transaction are configured as part of the setup. The administrator is able to select what group or user the transaction checklist should be assigned.
CO.3.a3	The system must be able to provide an automated work flow function that provides for setup and maintenance of work groups by a workflow administrator.		ETK Regulatory allows the administrator to maintain work groups by a workflow administrator.
CO.3.a4	The system should be able to provide an automated work flow function that provides for setup and maintenance of prioritization rules by a workflow administrator.		As part of the ETK Regulatory rules framework, users with the appropriate permissions will be able to setup and maintain a set of automated prioritization rules.
CO.3.a5	The system must be able to provide an automated work flow function that provides for monitoring of backlog at the work list and process levels.		Reports can be configured as necessary to monitor the backlog of work list and process levels, aging, and throughput
CO.3.a6	The system must be able to provide an automated work flow function that provides for monitoring of throughput at the work list and process levels.		Reports can be configured as necessary to monitor the backlog of work list and process levels, aging, and throughput

	Common Services Requirements (CO)		
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
CO.3.a7	The system must be able to provide an automated work flow function that provides for monitoring of aging at the work list and process levels.		Reports can be configured as necessary to monitor the backlog of work list and process levels, aging, and throughput
CO.3.a8	The system must be able to provide an automated work flow function that provides for monitoring of assignments at the work list and process levels.		Reports can be configured as necessary to monitor the backlog of work list and process levels, aging, and throughput
CO.3.a9	The system must be able to provide an automated work flow function that provides for re-assignment tools.		This proposal includes making the changes necessary to allow the configurable work lists to be moved from user to user as necessary.
CO.3.a10	The system must be able to provide a means to define and maintain configurable business rules for worklists.		ETK Regulatory allows an administrator to define Transaction Checklists as necessary. These checklists can contain n number of items and remain configurable to support the agency business process.
CO.3.a11	The system should be able to create data for and create diagrams for performance metrics.		ETK Regulatory supports graphical reports using Jasper reporting. We have included an advanced report configuration in this proposal to support this requirement
	Future enhancements	Optional	Any responses to be noted under the Optional tab
CO.3.b	Workflow Balancing/Work Management Capabilities/Woklists		
CO.3.b1	The system must be able to search and sort work lists based on configurable filters.		ETK Regulatory allows an agency user with the appropriate permission to search and sort the worklist. This can be done in the Enhanced Inbox Queue or as part of the Standard or Advanced Search that is in the system.
CO.3.b2	The system should be able to temporarily assign employees to other work groups.		ETK Regulatory allows the agency to assign employees to groups as necessary.
CO.3.b3	The system must be able to manage and maintain worklists.		Standard checklists can be maintained by the administrator as necessary.
CO.3.b4	The system must be able to maintain a history for each work list.		The history of each worklist (completed or not completed) is stored in ETK Regulatory and can be reviewed as necessary on a historical basis.
CO.3.b5	The system must have configurable views and functionality to support usage and navigation of worklists.		Standard Search and secured inbox features within ETK Regulatory can both be used to navigate worklists as necessary.
CO.3.b6	The system should be able to automatically direct the user to the work list to select another item once they have completed the current one.		The user is always one click away from the last "queue" that the user was working with in ETK Regulatory. Upon completion of the transaction the user can quickly return to the queue and execute the next worklist.
CO.3.b7	The system should be able to allow a user to skip a work item in a worklist and go to the next item.		ETK Regulatory supports this requirement.
CO.3.b8	The system should be able to show items in suspense and items in work lists as part of an online consolidated view of the contact.	Optional	Any responses to be noted under the Optional tab

Common Services Requirements (CO)			
State Requirements			
Req #	**Requirement Description**		**Bidder Response**
CO.3.b9	The system should be able to receive items into workflow from external interfaces (e.g. external systems, audits from data warehouse).		External interfaces can be supported as necessary in ETK Regulatory.
	Future enhancements	Optional	Any responses to be noted under the Optional tab
CO.4 Common Service Other			
CO.4.1	The system must be able to provide a dashboard or view that displays all contact activity regardless of application or enforcement type.		The Entity, Credential and Enforcement Views are always available to the user to quickly display the most relevant information based on the object being viewed.
CO.4.2	The system must have a notes and comments functionality at all account, case and application levels.		ETK Regulatory supports this requirement
CO.4.3	The system must be able to implement exceptions for special provisions in statute. (e.g. existing licensure may simplify application processes)		EKT Regulatory supports the ability for a checklist rule to be added. These rules will allow the agency to implement exceptions for special provisions in statute.
CO.4.4	Documents in the system must be able to be secured by the user to multiple levels: confidential (to the item they're attached to), department-wide visibility or publicly available.		ETK Regulatory supports the ability to secure documents as needed. Department wide visibility and Publicly available are both supported from an Enforcement perspective based on agency business processes.
	Future enhancements	Optional	Any responses to be noted under the Optional tab

Web Self-Services (OS)

State Requirements

Req #	Requirement Description		Bidder Response
OS.1 Web Self-Service			
OS.1.1	The system must provide a self-service, publically accessible Internet portal.		ETK Regulatory allows the agency to configure transactions that can be made available on the Internet Portal for execution.
OS.1.2	The system's self service Internet portal must have the ability to register a prospective or existing licensee for appropriate licenses. These applications may include attachments and require a fee to be paid electronically.		ETK Regulatory allows an internet portal user to register an account and execute a transaction that the agency has configured. Attachments may be uploaded and the payment can be captured electronically using the agency's payment vendor.
OS.1.3	The system's self service Internet portal must have the ability for a licensee to request a change of their recorded address.		ETK Regulatory allows an internet portal user to request a change of a recorded address via a transaction that the agency has configured.
OS.1.4	The system's self service Internet portal must have the ability to lookup their balances owed.		ETK Regulatory allows an Internet portal user via extension to view their balances owed .
OS.1.5	The system's self service Internet portal must have the ability to lookup their amount paid.		ETK Regulatory allows an Internet portal user via extension to lookup their amount paid or receipts.
OS.1.6	The system's self service Internet portal must have the ability to lookup and edit their profile.		ETK Regulatory allows an Internet portal user to lookup and edit their online profile.
OS.1.7	The system's self service Internet portal must have the ability for applicants or complainants to submit forms.		ETK Regulatory allows an Internet portal user to submit forms and documents as part of the application or complaint.
OS.1.8	The system's self service Internet portal must have the ability to lookup the status of an application.		ETK Regulatory allows the applicant to view the status of an application based on agency configuration.
OS.1.9	The system's self service Internet portal must have the ability to cancel or withdraw licenses.		ETK Regulatory allows a transaction definition to be configured by the agency to cancel or withdraw licenses via the internet portal.
OS.1.10	The system's self service Internet portal must have a help wizard.		ETK Regulatory makes help documentation available as well as Help Text, Question Text, and Section Text that makes the process as intuitive as possible.
OS.1.11	The system's self service Internet portal must have forms request.		ETK Regulatory can be configured to direct the user to a form request page.
OS.1.12	The system's self service Internet portal must be able to publish department documents, based on configurable business rules.		ETK Regulatory can make documents available to portal users based on a specific time period having been reached. Additional information will need to be gathered to fully understand the agencies requirements and processed as a change request.
OS.1.13	The system's self service portal should allow other State of Nebraska agencies or departments to make inquiries based on configurable business rules.		MicroPact will work with the agency to configure the License Lookup system to display appropriate fields to meet configurable business rules.
OS.1.14	The system's self service Internet portal may have the ability for applicants to submit payments.	Optional/ Additional	Any responses to be noted under the Optional tab
	Future enhancements	Optional	Any responses to be noted under the Optional tab

Statement of Work (SW)				
State Requirements				
Req #	Requirement Description			Bidder Response
SW.1 IMPLEMENTATION STRATEGY				
SW.1.1	IMPLEMENTATION STRATEGY AND PROJECT PLAN MUST ACCOMPLISH INSTALLATION AND TRAINING PRIOR TO 4/3/2020			Based upon our draft schedule, the project will be handed off by early March 2020. This assumes a start date of March 4, 2020 and no significant delays over the course of the implementation.
SW.2 CHANGE MANAGEMENT PLAN				
SW.2.1	DESCRIPTION OF PLANNED AND UNPLANNED CHANGE DEPLOYMENT			Changes will need to go through our change control process to determine impact. During implementation, requested changes can be implemented during the following sprint. We will work with NE DBF to determine any necessary workaround or mitigation strategies as applicable.
SW.3 COMPREHENSIVE SYSTEM DOCUMENTATION				
SW.3.1	DOCUMENTATION FOR ALL ADMINISTRATIVE AND USER INSTRUCTION AS WELL AS PRE-REQUISITES AND THIRD-PARTY COMPONENTS			User and Administrator guides will be produced and provided to NE DBF. This will include instructions for all ETK Regulatory components.
SW 4 MIGRATION PLANNING AND IMPLEMENTATION				
SW.4.1	MIGRATION PLAN OF ALL EXISTING DEPARTMENT RECORDS, DOCUMENTS AND TEMPLATES THROUGH EXISTING SYSTEM SHUT DOWN			A Migration plan will be developed as part of our implementation process. Once we have approval from NE DBF, we will follow the plan. As the information is currently in CAVU license's format, we are familiar with the basic changes that will need to be done to move the data over to ETK Regulatory.
SW.5 USER TESTING AND ACCEPTANCE PLAN REQUIRED				
SW.5.1	TEST PLANS AND SCHEDULE OF NO LESS THAN THREE (3) WEEKS			A testing plan will be developed in collaboration between MicroPact and NE DBF. A testing plan will be developed and both teams will sign-off on the plan before it is implemented.
SW.6 TRAINING				
SW.6.1	INITIAL TRAINING FOR UP TO FIVE INDIVIDUALS FOR TESTING			Training will be provided for up to five NE DBF testers.

SW.7 TECHNICAL ASSISTANCE			
SW.7.1	TRAINING FOR UP TO FIVE INDIVIDUALS		Training can be provided for up to five NE DBF users. This training can either occur in a webinar format or on-site at a NE DBF site (travel costs may apply to the latter).
SW.7.2	INSTRUCTION MANUALS		User and Administrator guides will be produced and provided to NE DBF. This will include instructions for all ETK Regulatory components.
SW.8 TECHNICAL ASSISTANCE FOR USER ACCEPTANCE REVIEW			
SW.1.8	TECHNICAL SUPPORT IN RESPONSE TO USER ACCEPTANCE EXPERIENCE BY 3/14/2020		Technical support in response to user acceptance experience will occur throughout implementation. This is factor into our sprints; this way our developers can respond to NE DBF user experience concerns during development rather than having to do adjustments at the very end, as some of the changes may have significant impact upon other aspects of the system.
SW.9 PROJECT HANDOFF			
SW.1.9	PROJECT HANDOFF BY 6/26/2020		Based upon our draft schedule, the project will be handed off by early March 2020. This assumes a start date of March 4, 2020 and no significant delays over the course of the implementation.
SW.10 CONTINUING SUPPORT AND UPDATES			
SW.10.1	SUPPORT HOURS BETWEEN 7AM AND 6PM CT MONDAY-FRIDAY		Support is available from 7am Central to 7pm Central Monday through Friday (except for holidays). Emails which arrive during off-hours will be answered on the next business day.
SW.10.2	RELEASE DEPLOYMENT INSTRUCTIONS		With each release, NE DBF will receive release notes. Stakeholders will then have the opportunity to decide if they wish to upgrade or not. If they decide to upgrade, the upgrade is tested before deployment to ensure that any new features do not "break" current features or forms. Exact instructions will be reviewed with the NE DBF team before deployment begins.
SW.11 PROJECT PLANNING			
SW.1.11	PROJECT PLANNING AND MANAGEMENT		We will use our Agile methodology to plan and manage the project. A finalize project plan will be developed for NE DBF's approval after the contract kick-off meeting.

Licensing (L)			
Req #			**Bidder Response**
L.1 Contact Information			
L.1.a	Entity		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
L.2 Account Data			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
L.2.a	Multiple Address Capture and Maintenance		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
L.2.b	Contact Data		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
L.2.c	Business Relationships		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
L.2.d	Agent Tracking		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
L.2.e	Requirements for integration with Delinquency Process		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
Department Processing (DP)			
DP.1 Standard Processing			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
DP.1.a	Channels		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
DP.1.b	Management		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
DP.2 Exceptions Processing			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
DP.2.a	Adjustments		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
DP.2.b	Automatic Flagging		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
DP.2.c	Pass Through Functionality		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
Other			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
DP.2.e	Management		

	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
Case Enforcement Management (CM)			
CM.1 General			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CM.2 Search			
CM.2.a	General		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CM.2.b	Administration and Search		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
Contact Accounting (CA)			
CA.1 General			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CA.2 Payments			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CA.3 Payment Management/Credit Management			
CA.3.a	General		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CA.3.b	History, View and Reporting		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CA.3.c	Payment - Other		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CA.4 Billing, Notices and Mail			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CA.5 Institution Assessments			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CA.6 Offsets			
CA.6.a	Refunds		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CA.6.b	Provide Payment Processing for Bonds		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
Department Accounting (RA)			

RA.1 General			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
RA.2 External Inputs			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
Technical (TR)			
TR.1 Reporting Database			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.2 RDBMS			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.3 Scalability, Performance and Availability			
TR.3.a	General		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.3.b	Compatibility with Department's Current Technical Environment		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.3.c	Technical Environments		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.3.d	Maintenance, Configurability and Upgradeability		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.3.e	Configurability		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.4 Document and template management			
TR.4.a	Forms Definition		
TR.4.a10	The facility should provide for a copy and paste function, so form administrators do not have to start from scratch in defining the form for a new year.	Optional	Forms may be duplicated, allowing administrators to duplicate the previous year's form, then make the necessary adjustments to update the form.
TR.4.a11	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.5 Operations and Operational Flexibility			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.5.b	Batch Processing		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.5.c	Job Scheduler		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.5.d	Maintenance, Configurability and Upgradeability		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.

TR.6 Security			
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.7 USER INTERFACE			
TR.7.a	General		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
TR.7.c	Interfaces		
TR.7.c10	Capture digital signature information from a e-signature provider, preferably DocuSign.	Optional	All future enhancements will need to go through our Change Control process.
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
Services Requirements (CO)			
CO.1 Correspondence			
CO.1.a	General		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CO.1.b	Paper Stock, Formats and Printing		
CO.1.b14	The system should be able to insert bar codes or QR codes on correspondence.	Optional	All future enhancements will need to go through our Change Control process.
CO.1.b15	The system should be able to read bar codes on submitted mail and automatically update status of the correspondence and update address status to 'bad address".	Optional	All future enhancements will need to go through our Change Control process.
CO.1.b17	The system should be able to support overnight delivery of certified and registered mail.	Optional	ETK Regulatory cannot support delivery of physical mail.
CO.1.b18	The system should be able to support certified delivery of mail.	Optional	ETK Regulatory cannot support delivery of physical mail.
CO.1.b19	The system should be able to support registered delivery of mail.	Optional	ETK Regulatory cannot support delivery of physical mail.
CO.1.b20	The system should be able to automatically associate various documents that are to be mailed together based on profile addresses (excluding assessments).	Optional	Documents within the system can be associated based upon address.
CO.1.b21	The system should be able to assemble ad hoc correspondence from a library of standard paragraphs that are maintained in the system.	Optional	Ad hoc form correspondence can be handled through ETK Regulatory. These letters can either then be emailed out or printed out to be mailed.
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CO.1.c	Contact Management		
CO.1.c1	The system should be able to track emails to contacts and associate the emails with the contact or license's account.	Optional	Emails in the system can be tracked based upon the contact or license's account, based upon NE DBF business rules. In order for the emails to enter the system automatically, an email specific to the system will need to be used.

CO.1.c2	The system should be able to track correspondence to contacts or licensees and associate the correspondence with the account record.	Optional	emails can be associated with an account record.
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CO 2 Reporting			
CO.2a	General		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CO.2.b	Reporting Database and Ad Hoc Reporting		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CO.3 General Workflow			
CO.3.a	General		
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CO.3.b	Workflow Balancing/Work Management Capabilities/Woklists		
CO.3.b8	The system should be able to show items in suspense and items in work lists as part of an online consolidated view of the contact.	Optional	A consolidated view of a contact can show all items associated with the contact, including suspended items or items in work lists, as appropriate.
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.
CO 4 Common Service Other			
	Future enhancements	Optional	
Web Self-Services (OS)			
OS.1 Web Self-Service			
OS.1.14	The system's self service Internet portal may have the ability for applicants to submit payments.	Optional	All future enhancements will need to go through our Change Control process.
	Future enhancements	Optional	All future enhancements will need to go through our Change Control process.

Detailed Project Work Plan (VI. A.3.d.)

Task Name	Duration	Start	Finish
NE DBF	**275 days**	**Mon 3/4/19**	**Fri 3/20/20**
Initiation	**5 days**	**Mon 3/4/19**	**Fri 3/8/19**
Assign Project Team	1 day	Mon 3/4/19	Mon 3/4/19
Prepare for Kickoff Meeting	3 days	Tue 3/5/19	Thu 3/7/19
Conduct Kickoff Meeting	1 day	Fri 3/8/19	Fri 3/8/19
Project Planning (Sprint 0)	**15 days**	**Mon 3/11/19**	**Fri 3/29/19**
Develop Project Plan	10 days	Mon 3/11/19	Fri 3/22/19
Develop Change Management Plan	1 day?	Mon 3/11/19	Mon 3/11/19
Conduct Sprint 1 JAD Sessions	10 days	Mon 3/11/19	Fri 3/22/19
Develop Sprint 1 User Stories	5 days	Mon 3/25/19	Fri 3/29/19
System Implementation	**235 days**	**Mon 4/1/19**	**Fri 2/21/20**
Build Activities	**200 days**	**Mon 4/1/19**	**Fri 1/3/20**
Sprint 1	**20 days**	**Mon 4/1/19**	**Fri 4/26/19**
Conduct Sprint Planning	1 day	Mon 4/1/19	Mon 4/1/19
Active Development / Coding	17 days	Tue 4/2/19	Wed 4/24/19
Conduct Sprint 2 JAD Sessions	5 days	Mon 4/1/19	Fri 4/5/19
Develop Sprint 2 User Stories	5 days	Mon 4/8/19	Fri 4/12/19
Freeze Code Base / Prepare for Demonstration	1 day	Thu 4/25/19	Thu 4/25/19
Conduct Sprint Demonstration	1 day	Fri 4/26/19	Fri 4/26/19
Sprint 2	**20 days**	**Mon 4/29/19**	**Fri 5/24/19**
Conduct Sprint Planning	1 day	Mon 4/29/19	Mon 4/29/19
Active Development / Coding / QA	17 days	Tue 4/30/19	Wed 5/22/19
Conduct Sprint 3 JAD Sessions	5 days	Mon 4/29/19	Fri 5/3/19
Develop Sprint 3 User Stories	5 days	Mon 5/6/19	Fri 5/10/19
Freeze Code Base / Prepare for Demonstration	1 day	Thu 5/23/19	Thu 5/23/19
Conduct Sprint Demonstration	1 day	Fri 5/24/19	Fri 5/24/19
Sprint 3	**20 days**	**Mon 5/27/19**	**Fri 6/21/19**
Conduct Sprint Planning	1 day	Mon 5/27/19	Mon 5/27/19
Active Development / Coding / QA	17 days	Tue 5/28/19	Wed 6/19/19
Conduct Sprint 3 JAD Sessions	5 days	Mon 5/27/19	Fri 5/31/19
Develop Sprint 3 User Stories	5 days	Mon 6/3/19	Fri 6/7/19
Freeze Code Base / Prepare for Demonstration	1 day	Thu 6/20/19	Thu 6/20/19
Conduct Sprint Demonstration	1 day	Fri 6/21/19	Fri 6/21/19
Sprint 4	**20 days**	**Mon 6/24/19**	**Fri 7/19/19**
Conduct Sprint Planning	1 day	Mon 6/24/19	Mon 6/24/19
Active Development / Coding / QA	17 days	Tue 6/25/19	Wed 7/17/19
Conduct Sprint 3 JAD Sessions	5 days	Mon 6/24/19	Fri 6/28/19
Develop Sprint 3 User Stories	5 days	Mon 7/1/19	Fri 7/5/19
Freeze Code Base / Prepare for Demonstration	1 day	Thu 7/18/19	Thu 7/18/19
Conduct Sprint Demonstration	1 day	Fri 7/19/19	Fri 7/19/19

Task Name	Duration	Start	Finish
Sprint 5	**20 days**	**Mon 7/22/19**	**Fri 8/16/19**
Conduct Sprint Planning	1 day	Mon 7/22/19	Mon 7/22/19
Active Development / Coding / QA	17 days	Tue 7/23/19	Wed 8/14/19
Conduct Sprint 3 JAD Sessions	5 days	Mon 7/22/19	Fri 7/26/19
Develop Sprint 3 User Stories	5 days	Mon 7/29/19	Fri 8/2/19
Freeze Code Base / Prepare for Demonstration	1 day	Thu 8/15/19	Thu 8/15/19
Conduct Sprint Demonstration	1 day	Fri 8/16/19	Fri 8/16/19
Sprint 6	**20 days**	**Mon 8/19/19**	**Fri 9/13/19**
Conduct Sprint Planning	1 day	Mon 8/19/19	Mon 8/19/19
Active Development / Coding / QA	17 days	Tue 8/20/19	Wed 9/11/19
Conduct Sprint 3 JAD Sessions	5 days	Mon 8/19/19	Fri 8/23/19
Develop Sprint 3 User Stories	5 days	Mon 8/26/19	Fri 8/30/19
Freeze Code Base / Prepare for Demonstration	1 day	Thu 9/12/19	Thu 9/12/19
Conduct Sprint Demonstration	1 day	Fri 9/13/19	Fri 9/13/19
Sprint 7	**20 days**	**Mon 9/16/19**	**Fri 10/11/19**
Conduct Sprint Planning	1 day	Mon 9/16/19	Mon 9/16/19
Active Development / Coding / QA	17 days	Tue 9/17/19	Wed 10/9/19
Conduct Sprint 3 JAD Sessions	5 days	Mon 9/16/19	Fri 9/20/19
Develop Sprint 3 User Stories	5 days	Mon 9/23/19	Fri 9/27/19
Freeze Code Base / Prepare for Demonstration	1 day	Thu 10/10/19	Thu 10/10/19
Conduct Sprint Demonstration	1 day	Fri 10/11/19	Fri 10/11/19
Sprint 8	**20 days**	**Mon 10/14/19**	**Fri 11/8/19**
Conduct Sprint Planning	1 day	Mon 10/14/19	Mon 10/14/19
Active Development / Coding / QA	17 days	Tue 10/15/19	Wed 11/6/19
Conduct Sprint 3 JAD Sessions	5 days	Mon 10/14/19	Fri 10/18/19
Develop Sprint 3 User Stories	5 days	Mon 10/21/19	Fri 10/25/19
Freeze Code Base / Prepare for Demonstration	1 day	Thu 11/7/19	Thu 11/7/19
Conduct Sprint Demonstration	1 day	Fri 11/8/19	Fri 11/8/19
Sprint 9	**20 days**	**Mon 11/11/19**	**Fri 12/6/19**
Conduct Sprint Planning	1 day	Mon 11/11/19	Mon 11/11/19
Active Development / Coding / QA	17 days	Tue 11/12/19	Wed 12/4/19
Conduct Sprint 3 JAD Sessions	5 days	Mon 11/11/19	Fri 11/15/19
Develop Sprint 3 User Stories	5 days	Mon 11/18/19	Fri 11/22/19
Freeze Code Base / Prepare for Demonstration	1 day	Thu 12/5/19	Thu 12/5/19
Conduct Sprint Demonstration	1 day	Fri 12/6/19	Fri 12/6/19
Sprint 10	**20 days**	**Mon 12/9/19**	**Fri 1/3/20**
Conduct Sprint Planning	1 day	Mon 12/9/19	Mon 12/9/19
Active Development / Coding / QA	17 days	Tue 12/10/19	Wed 1/1/20
Conduct Sprint 3 JAD Sessions	5 days	Mon 12/9/19	Fri 12/13/19
Develop Sprint 3 User Stories	5 days	Mon 12/16/19	Fri 12/20/19
Freeze Code Base / Prepare for Demonstration	1 day	Thu 1/2/20	Thu 1/2/20

TECHNICAL APPROACH (VI.A.3)

Task Name	Duration	Start	Finish
Conduct Sprint Demonstration	1 day	Fri 1/3/20	Fri 1/3/20
UAT Acceptance Plan/Criteria	5 days	Mon 1/6/20	Fri 1/10/20
Migration	**5 days**	**Mon 1/6/20**	**Fri 1/10/20**
Data Migration Plan	5 days	Mon 1/6/20	Fri 1/10/20
Test Migration for UAT	5 days	Mon 1/6/20	Fri 1/10/20
User Acceptance	**15 days**	**Mon 1/13/20**	**Fri 1/31/20**
User Acceptance Testing	10 days	Mon 1/13/20	Fri 1/24/20
User Acceptance Remediation	15 days	Mon 1/13/20	Fri 1/31/20
User Acceptance Sign Off	1 day	Fri 1/31/20	Fri 1/31/20
Training	**4 days**	**Mon 2/3/20**	**Thu 2/6/20**
User Guide	1 day	Mon 2/3/20	Mon 2/3/20
Admin Guide	1 day	Mon 2/3/20	Mon 2/3/20
Conduct Training	3 days	Tue 2/4/20	Thu 2/6/20
Production Deployment Activities	**15 days**	**Mon 2/3/20**	**Fri 2/21/20**
Finalize Deployment Plan	10 days	Mon 2/3/20	Fri 2/14/20
Finalize Deployment Package	4 days	Mon 2/17/20	Thu 2/20/20
Finalize Data Migration	10 days	Mon 2/3/20	Fri 2/14/20
Go-Live Weekend	1 day	Fri 2/21/20	Fri 2/21/20
Project Closeout	**20 days**	**Mon 2/24/20**	**Fri 3/20/20**
Production System Monitoring	20 days	Mon 2/24/20	Fri 3/20/20
Transition to MicroPact Support	10 days	Mon 2/24/20	Fri 3/6/20

TECHNICAL APPROACH (VI.A.3)

Deliverables and Due Dates

Over the course of the project, MicroPact will provided the following deliverables. Note that dates assume a March 4, 2019 start date. Dates will need to be adjusted if the start date changes

Deliverable Name	Date
Project Plan	Fri 3/22/19
Change Management Plan	Mon 3/11/19
UAT Acceptance Plan/Criteria	Fri 1/10/20
Data Migration Plan	Fri 1/10/20
User Acceptance Sign Off	Fri 1/31/20
User Guide	Mon 2/3/20
Admin Guide	Mon 2/3/20
Conduct Training	Thu 2/6/20
Go-Live Weekend	Fri 2/21/20

TECHNICAL APPROACH (VI.A.3)

Appendix A – EULA

Our End User License Agreement begins on the next page.

APPENDIX A – EULA

MicroPact End User License and Services Agreement

This END USER LICENSE AND SERVICES AGREEMENT ("Agreement"), entered into as of the last date of execution as set forth in the Contract ("Contract" or "Purchase Order"), by and between MICROPACT GLOBAL, INC., a Delaware corporation having its principal offices at 12901 Worldgate Drive, Suite 800, Herndon, VA 20170 ("MicroPact") and Licensee. This Agreement is comprised of four (4) different Sections: (1) Section A (License Terms and Conditions); (2) Section B (General Terms and Conditions); (3) Section C (Annual Support and Maintenance Terms and Conditions); and (4) Section D (Professional Services Terms and Conditions). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, MicroPact has designed, developed, purchased or configured certain computer software systems which MicroPact has designated as entellitrak® Software and/or icomplaints® Software and has used such software in support of commercial and government programs; and

WHEREAS, MicroPact and Licensee desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the Contract; and

WHEREAS, Licensee desires to acquire from MicroPact and MicroPact wishes to grant to Licensee a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

A1. ORIGIN OF LICENSED SOFTWARE

The Parties expressly agree that the Licensed Software is fully commercial software developed by or for MicroPact exclusively at private expense under the specification, direction and control of MicroPact.

A2. OWNERSHIP OF LICENSED SOFTWARE, MICROPACT LICENSOR'S SOFTWARE, ISV SUPPORTED SOFTWARE, OR THIRD PARTY SOFTWARE

a. **Software and Documentation.** The Licensed Software also has been or may be in the future reconfigured for utilization in one or more other programs. The Parties expressly agree that ownership of the Licensed Software resides solely and exclusively in MicroPact together with all Intellectual Property Rights (as defined in this Agreement pertaining thereto including copyright, trademark, trade secret, and patent rights. To the extent applicable by law, MicroPact shall have sole and exclusive ownership of all right, title, and interest in and to the entellitrak® Software or icomplaints® Software and Documentation, all copies thereof, and all modifications, derivatives, Correction, Update and enhancements thereto (including ownership of all copyrights, trade secrets, inventions, patents and patent applications, trade, product or service names and all other intellectual property rights pertaining thereto) (collectively, a "Derivative"), subject only to the right and License expressly granted to Licensee herein. This Agreement does not provide Licensee or its Affiliates with title or ownership of the Licensed Software, but only a right of limited use as further delineated herein. MicroPact's licensors, ISV Supported Software and Third Party Software vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software and documentation. To the extent permitted by applicable law, any Derivatives created by MicroPact's licensor, ISV Supported Software or Third Party Software vendor's software or documentation shall be owned solely and exclusively by the respective party whom owns the Intellectual Property Rights of the underlying software, as applicable. To the extent permitted by applicable law, Licensee assigns title, ownership, and all rights to MicroPact in any Derivative not otherwise owned by

MicroPact. To the extent an assignment is not effective under applicable law, Licensee grants MicroPact an exclusive, perpetual, fully-paid, transferable, irrevocable license to use, reproduce, distribute, and commercialize the Derivative to the fullest extent permissible and effective under applicable law.

b. **Developments.** MicroPact reserves ownership, title and all rights and interest in any software and documentation, including Customizations, developed and delivered in the course of providing Annual Support and Maintenance Services and Professional Services under this Agreement, subject to each party's confidentiality rights and obligations under this Agreement.

c. **Feedback.** Licensee's comments, suggestions, or other feedback regarding MicroPact's products, services, or business are provided voluntarily, and MicroPact may use any feedback as it sees fit without obligation or restriction of any kind, other than its obligations under this Agreement with respect Confidential Information.

A3. THIRD PARTY SOFTWARE

This Agreement does not constitute or provide Licensee with any license to the Third Party Software that may have been used as tools in the development of the entellitrak® Software or icomplaints® Software, or have been integrated in the entellitrak® Software or icomplaints® Software, as permitted by MicroPact's license(s) with such third parties, other than to use the Licensed Software under the terms of this Agreement. Except to the extent that Licensee uses, or has used any Third Party Software as a function of its or its customer's use of the Licensed Software under the terms of this Agreement, this Agreement provides no rights to use, distribute, sublicense, modify, create derivative works, or copy any Third Party Software. Licensee shall not (i) modify, disassemble, decompile, reverse engineer, or otherwise attempt to discover any source code or underlying ideas or algorithms of any component of the Third Party Software, nor permit any third party to do so; (ii) copy the Third Party Software, or include the Third Party Software on any media that contains other software; (iii) post, publish or create derivative works based upon the Third Party Software, or (iv) intentionally remove any company name, copyright notice, any proprietary trade or service marks, notices, logo, or brand name or mark, of a Third Party Software owner from the any software or material or Documentation received under this Agreement. By entering into this Agreement, Licensee understands and agrees that it assumes the risk of any violation of these restrictions regarding Third Party Software by any of its employees, agents or contractors, and, if it needs licenses to any such Third Party Software, that it assumes full responsibility for obtaining and complying with such licenses.

A4. LICENSE GRANT; AUTHORIZED USAGE

a. <u>License Grant for Perpetual Licenses.</u> The License Grant shall become effective on the Effective Date and remain in effect during the License Period or until this Agreement is otherwise terminated as further specified in Section B7. This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license ("License") to install and use one copy of the Licensed Software for the Term. The License is to the object code version of the Licensed Software only (as identified by MicroPact in its proposal/quotation in the Contract) on a single registered computer (CPU) located at the Licensed Location as defined in the Contract and related Documentation as provided ("Documentation") for which the appropriate fee ("License Fee") is paid, provided the Licensed Software is in use on only one registered CPU at any time by only the number of users for which Licensee has paid a License Fee for its own internal business use. Concurrent use on two or more CPUs is only authorized to the extent that Licensee has acquired such authorization by the payment of the appropriate [Server-based] License Fees. If the anticipated number of Concurrent Users of the Licensed Software will exceed the number of applicable Licenses, then Licensee must have a reasonable mechanism or process in place to assure that the number of persons using the Licensed Software concurrently does not exceed the number of Licenses. Internal business use as used herein means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations. Except as otherwise described in the Contract, Licensee may not install a separate Instance of the Licensed Software on an additional Server.

b. <u>License Grant for Software as a Service (SAAS), Infrastructure as a Service (IAAS), Platform as a Service (PAAS).</u> The License Grant for IaaS, PaaS, or SaaS, shall become effective on the Effective Date and remain in effect through the License Period. This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license ("License") to use one copy of the Licensed Software for the License Period. The License is to the object code version of the Licensed Software, any Configuration, Third Party Software, and/or any application or operation software installed on equipment located at a physical data center as further delineated (as applicable) in the Contract. Licensee may only use the Licensed Software under this Section A4(b) for its own internal business use. Internal business use as used herein means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations.

c. <u>Licensee's Compliance with Laws; Limitation of Use and Other Use Restrictions.</u>

     1.   <u>Licensee's Compliance with Laws.</u> Licensee agrees that all activities with regard to the Licensed Software, Documentation, ISV Supported Software and Third Party Software shall at all times comply with applicable United States laws and regulations and any state, county or local government laws.

     2.   <u>Limitations of Use.</u> Licensee may not use, copy, modify, or distribute the Licensed Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by MicroPact, in the Contract, or expressly agreed to by MicroPact or a separate written agreement signed by MicroPact. Licensee's License may not be transferred, leased, assigned, or sublicensed without MicroPact's prior written consent, except for commercial customer licensees, for a transfer of the Licensed Software in their entirety to a successor in interest of Licensee's entire business who assumes the obligations of this Agreement and whose computer is duly registered with MicroPact. The Licensed Software shall be installed only at the Licensed Location as identified in the Contract and shall not be transferred to any other location without MicroPact's prior written consent (which will not be unreasonably withheld), provided that Licensee may transfer the Licensed Software to another location temporarily in the event of an interruption of computer operations at the Licensed Location.

     3.   <u>Object Code.</u> The Licensed Software is provided in and shall be used in machine-readable object code form only. In no event does this license permit Licensee to reverse-compile or in any way reverse-engineer the Licensed Software object code into source code, translate or otherwise attempt to discover the underlying source code. More specifically, Licensee shall not (i) modify, disassemble, decompile, reverse engineer, or otherwise attempt to discover any source code or underlying ideas or algorithms of any component of the Licensed Software, nor permit any third party to do so; (ii) copy the Licensed Software, or include the Licensed Software on any media that contains other software; (iii) post, publish or create derivative works based upon the Licensed Software, or (iv) intentionally remove MicroPact's name, copyright notice, any proprietary trade or service marks, notices, logo, or brand name or mark, from the Licensed Software, material or Documentation received under this Agreement.

     4.   <u>Disaster Recovery and Back-up Copies.</u> Licensee may make one (1) archival copy of the Licensed Software in machine-readable, object code form for nonproductive archival or backup purposes only, provided that the (i) copies are kept in a secure location (such other location to be owned or controlled by Licensee or Licensee's disaster recovery vendor); (ii) disaster recovery and archival copies of the Licensed Software are not used for production purposes unless the primary copy of the Licensed Software is not being used for production purposes; and (iii) Licensee reproduces and includes MicroPact's copyright and other intellectual property notices. Each backup copy must be stored in a safe and secure location and its contents must be kept confidential. All copies of all Licensed Software must be returned to MicroPact, or their destruction certified, immediately upon MicroPact's request. Licensee shall have no other right to copy, in whole or in part, the Licensed Software. Any copy of the Licensed Software made by Licensee shall be the exclusive property of MicroPact.

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f. <u>Installation of an Instance.</u> Except as otherwise provided in the Non-production Instances Section or unless specifically licensed for multiple Servers, Licensee shall install one Instance of the Server portion of the Software only at the Licensed Location.

g. <u>Making Software Copies.</u> Licensee may not copy the Licensed Software, except as set forth in the Non-Production Instances Section or as otherwise agreed in the Contract and in Section A4(c)3 of this Agreement.

h. <u>Additional Usage Restrictions.</u> Licenses must be used in accordance with the parameters set forth in this Agreement, including limitations (describing the scope of the permissions MicroPact grants, excess of which by Licensee or others constitutes infringement of Intellectual Property Rights), conditions (breaches of which shall automatically terminate the Licenses granted herein), and contractual covenants and obligations of Licensee. Licensee may not use or permit use of the Software or Documentation for more than the Licensee's current number of Concurrent Users as specified in the Contract, as may be amended from time to time, and may not permit use of the Software by anyone other than Licensee's employees or users and (1) a Support Contractor, (2) Licensee's disaster recovery vendor, or (3) an Affiliate. Licensee may not sublicense, assign or otherwise transfer any rights to the Licensed Software granted under this Agreement, except as expressly provided herein. A breach of any of the above provisions shall be a material breach of this Agreement, which may result in termination or cancellation of this Agreement.

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j. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE LICENSE SET FORTH IN THIS <u>SECTION</u> REPRESENTS LICENSEE'S ONLY RIGHTS WITH RESPECT TO THE LICENSED SOFTWARE. ANY USE OF THE LICENSED SOFTWARE OUTSIDE THE SCOPE OF THE ABOVE-DESCRIBED LICENSES IS PROHIBITED.

A5. MOBILE APPLICATIONS

a. **All Mobile Applications.** MicroPact may make certain Mobile Applications available to Licensee. The use of Mobile Applications either alone or in connection with the Licensed Software is governed by this Agreement.

b. **Additional Terms for iOS Mobile Applications.** The Mobile Applications may be used on an iOS product that Licensee owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service. Licensee agrees that this Agreement is between Licensee and MicroPact, and that even if it receives access to the Mobile Applications through Apple, Inc.'s AppStore or any other source (collectively, the "Distributor"), the Distributor has no liability or responsibility whatsoever to Licensee related to the Mobile Applications, whether by contract, warranty or otherwise, and Licensee will look only to MicroPact for any support for the Mobile Applications. The Distributor is not responsible for addressing any claims of any sort related to the Mobile Applications, and Licensee must address any claims directly with MicroPact. Questions related to the Mobile Applications should be addressed to MicroPact and not to the Distributor. In the event of a failure of a Mobile Application to comply with any limited warranty stated in this Agreement, Licensee may notify Apple and Apple will refund the purchase price paid by Licensee to Apple for that Mobile Application and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to the limited warranty will be MicroPact's sole responsibility. Notwithstanding anything to the contrary in this Agreement, the Distributor and its subsidiaries are third party beneficiaries of this Agreement, and the Distributor has the right (and will be deemed to have accepted the right) to enforce this Agreement against the Licensee as a third party beneficiary hereof.

A6. **Relocation.** For the Instances that are installed at Licensee's Licensed Location or at Licensee's Support Contractor, Licensee may change the Licensed Location with MicroPact's prior written consent and subject to applicable relocation fees. MicroPact's consent shall entitle Licensee to move its installed Instance of the Server portion of the Software or the computers or Server(s) on which the Software is installed from the existing Licensed Location specified in this Agreement to a new Licensed Location and may operate the Software concurrently at the old and new Licensed Locations for a period of not more than ninety (90) days without having to obtain an additional License.

A7. **NON-PRODUCTION INSTANCES**

a. **Test, Development, and Training Instance.** Unless otherwise provided in the Contract, Licensee may use one Instance of the Licensed Software in a non-production environment solely for Licensee's internal testing, development, and training purposes. Licensee's installation and use of the Licensed Software for these purposes is limited to the same number of licensed users as permitted under the Contract and this Agreement.

b. **Additional Non-Production Instances.** Additional Licenses for non-production Instances other than what is described in this Non-Production Instances Section may be purchased by Licensee and such additional non-production Instances shall be subject to the additional terms and conditions, including additional license and/or maintenance fees as contained in the applicable Contract at the time of purchase for all other Licensees. Any copies made of the Licensed Software or Documentation pursuant to this Section A7(b) shall contain MicroPact's proprietary and/or copyright notice(s).

c. **Support on Non-Production Instances.** Support for non-production Instances of Licensed Software under a current maintenance plan will be limited to set up.

A8. **DELIVERY AND ACCEPTANCE**

a. MicroPact agrees to deliver to Licensee the current version of the Licensed Software as described in the agreed upon Contract. MicroPact will deliver the Licensed Software, Documentation and Updates via electronic transmission (1) from a Server in the United States, FOB shipping point (as defined per the Uniform Commercial

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b.   MicroPact will use commercially reasonable efforts to ensure delivery of the Licensed Software is in accordance with the delivery schedule outlined in the Contract and Section A of this Agreement. MicroPact will not be responsible for delays caused by events or circumstances beyond its reasonable control or delays caused or related to Licensee's delay or its failure to meet its obligations under this Agreement. Licensee hereby agrees that installation of the applicable constitutes acceptance.

A9.   LICENSEE RESPONSIBILITIES

a.   Licensee acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. MicroPact shall not be liable to Licensee nor its Affiliates for any such errors, omissions, delays, or losses, unless caused by the willful misconduct of MicroPact's employees. Licensee is responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Licensee is also responsible for complying with all local, state and federal laws pertaining to the use and disclosure of any data.

b.   In addition, Licensee is responsible for the following actions:

(i)   Supplying all hardware, software, integration components and environmentally sound location(s) required to support intended product performance as described in product literature (except where MicroPact is providing IaaS, PaaS, or SaaS services that includes the hardware, software, integration components and environmentally sound location(s));

(ii)   Supplying skilled personnel to support the application's performance while in use at Licensee's site(s), including any applicable technical and/or administrative training required;

(iii)   Maintaining strict control of all copies of the Licensed Software and related documentation. Licensee shall promptly notify MicroPact of any change in the registered computer(s) or Licensed Location covered by this Agreement and noted in the Contract and Section A; and

(iv)   Maintaining the confidentiality of the Licensed Software and related documentation from all Third Parties.

A10.   AUDIT RIGHTS

a.   Audit Rights. Licensee authorizes MicroPact to enter Licensee's premises in order to inspect the Licensed Software (s) during regular business hours to verify compliance with the terms of this Agreement. Licensee further agrees to make its personnel available to MicroPact in order to reasonably assist in its compliance investigation. MicroPact shall bear the expense of an audit with the exception of instances where the Licensee is

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found, through such an audit, to be in violation of this Agreement, in which case Licensee will bear all costs and agrees to remit payment for documented violations.

Section B
General Terms and Conditions

B1. DEFINITIONS

a.   *"Affiliates"* shall mean any entity that is controlled by Licensee, under common control with Licensee, with at least fifty-one (51%) percent ownership (or via board of directors for a non-profit organization). For Licensees who are Government Licensees or US Government Licensees, the "Affiliate" definition and provisions related thereto does not apply.

b.   **"Americas Licensee"** means a party that has licensed the Licensed Software from MicroPact or an authorized MicroPact Partner located in North or South America.

c.   *"Annual Support and Maintenonce Services"* means the ongoing support provided by MicroPact in connection with the Licensed Software and in accordance with Section D.

d.   **"Asia-Pacific Licensee"** means a party that has licensed the Licensed Software from MicroPact or an authorized MicroPact Partner located in Australia or Asia (except for the Middle East).

e.   *"Concurrent Users"* means the maximum number of users who may be logged on to the Licensed Software concurrently or at the same time.

f.   *"Configuration"* means the design and underlying meta-data that controls the interface and behavior of the Licensed Software in a certain manner to capture Licensee data in accordance with Licensee's requirements.

g.   *"Correction"* means a bug fix, patch or other minor modification to the Licensed Software made on a prospective, "when and if available" basis.

h.   *"Documentation"* means user manuals, training materials, operations manuals, in paper or electronic format, for the Licensed Software, which may include information on various functions of the Licensed Software and explanations of procedures by which the Licensed Software may be utilized.

i.   *"Defect"* means a failure of the Licensed Software to substantially operate in accordance with the Documentation as it exists at the time of the Licensed Software was delivered or made available to Licensee.

j.   *"Dispute"* means any dispute or claim arising out of or in relation to this Agreement.

k.   *"Effective Date"* means the date set forth in the Contract or the date of last signature of the Quote incorporated into the Contract. If a Government or US Government is the Licensee, then the Effective Date is the date of the contract award or order issued by the government agency to purchase the Licensed Software and/or any Professional Services or Annual Support and Maintenance Services.

l.   *"EMEA"* means Europe, Middle East (as so determined by MicroPact), and Africa.

m.   *"EMEA Licensee"* means a party that has licensed the Licensed Software from MicroPact or an authorized MicroPact reseller located in Europe, Middle East or Africa.

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p.   *"icomplaints® Software"* means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software system.

q.   *"Infrastructure as a Service"* or *"IaaS"* means a service provided by MicroPact in a shared or dedicated environment that includes a physical data center, with associated physical security, backups, power, operating systems, databases, application Servers, internet, and connectivity. IaaS does not include Licensed Software.

r.   *"Instances"* means an installed copy of the Licensed Software. Once installed or copied, an Instance exists (whether or not it is actually executing) until it is completely removed from memory and uninstalled from disk storage.

s.   *"Intellectual Property Rights"* means all copyrights, expressions, moral rights, database rights, patents, patentable ideas, inventions, patent applications, patent registrations, patent renewals, trade secrets, know-how, trademarks, service marks, trade names, service names, all rights in the nature of unfair competition rights, and rights to sue in passing off, and confidentiality or any other similar proprietary right arising or enforceable under applicable law.

t.   **"ISV Supported Software"** means Third Party Software which an independent software vendor partner ("ISV Partner") supplies that may integrate with the Licensed Software, and for which the ISV Partner solely and directly provides the license or software as a service subscription, maintenance and services terms (including warranty and liability limits) for ISV Supported Software to the Licensee or subscriber.

u.   *"License Grant"* means for Licensed Software, a non-exclusive, non-transferable right to use the Software in a machine-readable form, together with the Documentation, solely for Licensee's internal business purposes.

v.   *"License Fees"* means those fees paid to MicroPact by Licensee for the Licensed Software and any Third Party Software. License Fees exclude fees for Annual Support and Maintenance.

w.   *"Licensed Location"* means the physical location where the Server-installed portion of the Licensed Software (where applicable) is or will be installed on equipment that Licensee owns, leases, or otherwise controls.

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y.   *"License Period"* means the date the license will begin, which will be the Effective Date, and shall continue through the period set forth in the Contract, or otherwise into perpetuity, unless otherwise terminated as set forth in Section B7.

z.   **"Major Defect"** means a Defect that causes the Licensed Software to become completely inoperable with no immediate workarounds to repair the Defect, even if just a temporary workaround.

aa.   **"Minor Defect"** means a defect that allows the Licensed Software to operate substantially with the Documentation; does not interrupt Licensee's use of the Licensed Software; and which a workaround is readily available within a reasonable period of time.

bb.   **"Misuse"** or **"Misused"** means any use of the Software in disregard of any known or reasonably anticipated adverse consequences, warning messages, or other written instructions.

cc.   **"Mobile Application"** means Licensed Software or Licensed Software functionality which can be used on mobile phones, tablets, and other portable devices.

dd.   **"Partner"** means an entity with whom MicroPact has an independent contractor business relationship such as a reseller or supplier of software and/or services. The parties acknowledge and agree that in this context, the term "partner" shall not imply any legal or statutory partnership concepts.

ee.   **"Personal Information"** means any information (including information forming part of a database), about an individual data subject whose identity is apparent, or can reasonably be ascertained from the information, that is disclosed by one party to this Agreement to another.

ff.   **"Platform as a Service"** or **"PaaS"** means those services provided under IaaS in either a shared or dedicated environment including Licensed Software without Configuration.

gg.   **"Privacy Laws"** means legislation, statutory instruments and any other enforceable laws, codes, regulations, or guidelines regulating the collection, use, disclosure and/or free movement of Personal Information that applies to any of the parties or to this Agreement, including in particular any legislation implementing the EU Data Protection Directive 95/46/EC or similar directive or regulation that takes the place of that Directive and the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/E) in the applicable EU member state.

hh.   **"Process"** or **"Processing"** Personal Information means any operation or set of operations performed upon Personal Information, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Information.

ii.   **"Professional Services"** means, collectively, any consulting or training services provided by MicroPact and as further delineated in Section D.

jj.   **"Purchase Order"** means, the contract document (Contract) with signature lines that references the attached Quote and defines the business terms, Support, Licensed Software, Maintenance, and/or Professional Services.

kk.   **"Server"** License means that one Instance of the Software may be installed on one Server.

ll.   **"Quote"** means an estimate provided by MicroPact for the Licensed Software, Annual Support and Maintenance, and/or Professional Services as further defined in the Contract.

mm.   **"Software as a Service"** or **"SaaS"** means those services provided under PaaS in either a shared or dedicated environment including Licensed Software with Configuration.

nn.   **"SOW"** means statement of work, work order or any other document authorizing Professional Services (excluding contracts), executed by Licensee or by both parties.

oo.   **"Support Contractor"** means a third party with whom Licensee has contracted to install, maintain, host, or operate the Software for and on behalf of Licensee subject to the terms and conditions of this Agreement. Licensee must provide written notice to MicroPact identifying any Support Contractor that is given access to the Software. For U.S. Government Licensees, each Support Contractor must be subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement. All Software disclosed to a Support Contractor must, if in physical form, bear the following restrictive marking: "Commercial Computer Software: The software herein is proprietary to MicroPact and may not be used, disclosed, reproduced, modified, performed, or displayed without the prior written approval of MicroPact

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qq.   **"Updates"** means any modifications or other changes to the Licensed Software, including but not limited to new releases thereof, which MicroPact makes generally available to its customers and that are identified by a new release number. The terms and conditions governing Updates are set forth in Section C.

rr.   **"U.S. Government Licensee"** means the U.S. government, a U.S. government agency or entity, or an authorized non-governmental organization acting on behalf of the U.S. Government or a U.S. government agency or entity."

B2. FEES AND OTHER CHARGES

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b.   <u>Other Charges.</u> License Fees do not include Annual Support and Maintenance Services or Professional Services, travel and living expenses for installation and training, file conversion costs, optional products and services or other consulting services requested by Licensee, or the costs of any recommended hardware or third party software. If Professional Services are included in the Contract and Quote, Licensee agrees to pay such fees when the Professional Services are rendered and/or the Licensed Software is delivered, as agreed in the Contract or otherwise invoiced by MicroPact. MicroPact reserves the right to request a modification or contract for additional service fees if Licensee or its Affiliates seeks MicroPact's assistance outside the scope of this Agreement.

c.   <u>Maintenance.</u> MicroPact will invoice Licensee for the first maintenance payment as specified in the Contract, payable within thirty (30) days after execution of the Contract. MicroPact will invoice Licensee for

subsequent annual maintenance payments prior to the start of each next maintenance period, payable within fifteen (15) days of invoice date. Except for adjustments related to increases in the applicable number of Licenses or the license of additional Licensed Software or a different maintenance level, maintenance fees will be increased no more than once in any twelve-month period.

d.   <u>Late Charges.</u> MicroPact may charge interest at the rate of one and one-half percent (1½%) per month, eighteen percent (18%) per annum, or at the highest rate allowed by law, whichever is less, from the date due until paid. MicroPact may suspend Licenses, Annual Support and Maintenance Services, Professional Services or other performance if Licensee fails to make full payment of any undisputed amount owed under this Agreement within ten (10) days after written notice from MicroPact.

e.   <u>Support.</u> In order for MicroPact to provide software support for the Licensed Software, Licensee must purchase annual support at 20% of the software license base price as specified in the Contract. MicroPact shall have no responsibility to maintain the Licensed Software unless Licensee purchases annual support provided by MicroPact. In the event that Licensee requests Annual Support and Maintenance Services that are beyond the scope of this Agreement, as further stated in Section C, such services will be deemed as Professional Services and MicroPact's then prevailing standard support policies and procedures, MicroPact may provide such Professional Services or recommend appropriate outside consultants. In all cases, fees for such Professional Services will be charged at MicroPact's standard rates and Licensee will be responsible for paying all associated charges, including any travel, lodging and per diem expenses incurred by MicroPact employees and/or agents.

f.   <u>Professional Services.</u> Unless otherwise agreed, during a Professional Services engagement MicroPact will submit semi-monthly invoices to Licensee for Professional Services furnished, except that MicroPact will submit an invoice for Professional Services upon completion of all Professional Services expected to be performed in a given month. All Professional Services invoices are payable within thirty (30) days after invoice date. Each invoice will provide a breakdown and distribution of charges by name of the Consultant(s) (as defined below) who provided the Professional Services, the hours charged (for Professional Services performed on a time and materials basis) and the type and amount of expenses incurred. Upon request, MicroPact will provide additional back-up documentation for expenses (such as itemized receipts), but will charge Licensee an administrative fee of six percent (6%) of the invoiced expenses. Additional details required by Licensee concerning the invoice or backup information will be specified in the SOW, Quote or other writing by the Licensee before Professional Services commence.

g.   <u>Payment.</u> Payments to MicroPact can be either mailed to: MicroPact, Attn: Accounts Receivable, 12901 Worldgate Drive, Suite 800, Herndon, VA 20170; or can be electronically made through Electronic Funds Transfer to the bank information under "ACH Payment Information" as delineated in the Contract.   Unless otherwise specified, the currency is US Dollars. All payments made under this Agreement are non-refundable, except as specifically provided in this Agreement. MicroPact reserves the right to assign payments under this Agreement to any third party entity of its choosing.

h.   <u>Disputed Invoices.</u> Licensee will notify MicroPact within fifteen (15) days after date of an invoice if there is a dispute about that invoice. MicroPact will work in good faith with Licensee to promptly correct errors or resolve disputes. Licensee shall pay the undisputed portion of the invoice in full when due and notify MicroPact in writing as to the nature and substance of any disputed portion.

i.   <u>Taxes.</u> Fees, costs and expenses described in this Agreement do not include any sales, use, personal property, duty, levy or similar government charge, value added or goods/services taxes. MicroPact may list applicable taxes as separate items on Licensee's invoice, and Licensee shall be responsible to pay and/or reimburse MicroPact for all taxes (other than taxes based on MicroPact's income).

B3.   **WARRANTY**

a.   Effective on the first day of the License Period, for a period of ninety (90) days, MicroPact warrants that the Licensed Software, when operated with the equipment configuration and in the operating environment specified by MicroPact, will perform substantially in accordance with the technical specifications included or referred to in the applicable Contract. The ninety (90) day period shall commence on the Effective Date. MicroPact does not warrant that the Licensed Software will be error or defect-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide MicroPact with sufficient detail to allow MicroPact to reproduce the defect or error. Licensee's exclusive remedy for any Defect or error in the Licensed Software covered by such warranty, and as MicroPact's entire liability in contract, tort, or otherwise, MicroPact will correct such error or defect at MicroPact's facility by issuing corrected instructions, a restriction, or a bypass or any other correction technique in its sole discretion. If MicroPact is unable to correct such defect of error after a reasonable opportunity, MicroPact will refund the remaining unused portion of any License Fees for such Licensed Software. However, MicroPact is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program which Licensee has modified, Misused, or damaged or installed on a non-registered computer or in a non-Licensed Location.

b.   Professional Services Warranty. Any Professional Services warranty will be mutually agreed in the Contract, depending on the Professional Services provided. If the SOW or Quote does not contain a warranty, the Professional Services therein are provided "AS IS". For any Professional Services warranty, the sole and exclusive remedy will be the re-performance of the Professional Services.

c.   Personal Warranties. All warranties described herein are personal to and intend solely for the benefit of the Licensee and do not apply to any third parties, including Affiliates.

d.   ENTIRE WARRANTY. EXCEPT AS SET FORTH ABOVE IN THIS SECTION B3, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY OTHERWISE CONTAINED HEREIN, THE LICENSED SOFTWARE, ANNUAL SUPPORT AND MAINTENANCE SERVICES AND PROFESSIONAL SERVICES RELATED THERETO ARE PROVIDED "AS IS", WITH ALL FAULTS, AND MICROPACT DISCLAIMS ALL WARRANTIES OF ANY KIND. EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, PERFORMANCE, SYSTEMS INTEGRATION, EFFORTS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, MICROPACT SHALL HAVE NO LIABILITY FOR THE LICENSED SOFTWARE OR ANY PROFESSIONAL SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE.

B4.   **LIMITATION OF LIABILITY**

a.   The cumulative liability of MicroPact to Licensee for all claims for direct damages relating to the Licensed Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all License Fees paid to MicroPact for the relevant Licensed Software or services within the prior year.

b.   **EXCEPT FOR LICENSEE'S VIOLATION OF THE TERMS OF ITS LICENSE OR INFRINGEMENT OF MICROPACT'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (WHETHER IN TORT OR CONTRACT) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST DATA, AND LOST PROFITS, LOST OPPORTUNITY COSTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF LICENSEE IS COMPOSED OF MORE THAN ONE PERSON OR ENTITY, EACH SUCH PERSON AND ENTITY SHALL BE JOINTLY AND SEVERALLY LIABLE UNDER THIS AGREEMENT.**

B5. **INDEMNIFICATION**

a.   If a third party claims that the Licensed Software infringes any U.S. copyright, trademark, or trade secret (a "Claim"), MicroPact will (as long as Licensee is not in default under this Agreement or any other agreement with MicroPact) defend Licensee against such Claim at MicroPact's expense and pay all damages that is fully adjudicated and finally awarded; provided, however, that Licensee (i) promptly notifies MicroPact in writing of the claim, (ii) allows MicroPact sole control of any defense or settlement of the Claim; (iii) reasonably cooperates with MicroPact (at MicroPact's expense) in, the defense or any related settlement negotiations; and (iv) Licensee complies with MicroPact's direction to cease using any Software that in MicroPact's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights.

b.   If a temporary or a final injunction is obtained against Licensee's use of the Licensed Software or Documentation by reason of an infringement or misappropriation or if MicroPact believes such an injunction is likely, MicroPact may, at its option, (i) secure for Licensee the right to continue to use the Licensed Software; (ii) modify or replace the Licensed Software so it is non-infringing; or (iii) if neither of the foregoing options is available in MicroPact's sole judgment, require Licensee to return the Licensed Software and refund the License Fees paid for the Licensed Software by the Licensee based on a pro-rata, 3-year straight-line depreciation schedule.

d.   MicroPact shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) use of ISV Supported Software, (2) modification of the Software or Documentation by MicroPact according to Licensee's specifications, (3) modification of the Software or Documentation by Licensee or any third party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to use the most recent version of the Software supplied by MicroPact, (5) Licensee's failure to comply with MicroPact's direction to cease any activity that in MicroPact's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights, or (6) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement.

d.   THIS SECTION STATES MICROPACT'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

B6. **DEFAULT**

Should Licensee fail to pay any fees or charges due hereunder, or fail to carry out any other obligation under this Agreement or any other agreement with MicroPact, MicroPact may, at its option, pursue remedy as afforded to it, whether in law or equity, under the laws of the state set forth in Section B11 (Governing Law).

B7. **TERMINATION; SURVIVAL**

a.   Termination. Either Party may terminate this Agreement upon providing MicroPact with thirty (30) days prior written notice in cases other than default. Either Party may terminate this Agreement for a material default by providing the other Party with thirty (30) days prior written notice and a chance to cure any such default. MicroPact may terminate this Agreement immediately upon notice to Licensee in the event Licensee materially defaults on the terms and conditions of this Agreement.

b.   Effect of Termination. In the event of a termination, Licensee's right to use the Licensed Software as set forth in Section A4 shall terminate in its entirety and shall not survive termination. For avoidance of doubt, Licensee's failure to fully and completely adhere to the terms hereof pertaining to License Grant; Authorized Usage; or Limitation of Use; or a breach of Confidentiality, or failure to timely pay any fees agreed under this Agreement and set forth in the Contract shall be deemed a material default under this Agreement. Upon termination of this Agreement as a result of Licensee's default, or upon expiration of the Licensed Software License Period if applicable,

Licensee's License will terminate and Licensee shall be required to cease all use of the Licensed Software and Documentation, and return or certify destruction, as requested by MicroPact, all copies of the Licensed Software and Documentation (including any training materials) in Licensee's possession (whether modified or unmodified) and all other materials pertaining to the Licensed Software, including all copies thereof. Licensee agrees to certify its compliance with such requirement upon MicroPact's request. Within thirty (30) days after the termination of a License (five business days for non-renewal of a SaaS, IaaS or PaaS License), a corporate officer of Licensee shall execute a statement certifying that Licensee has fully complied with the terms of this Section B7 and acknowledging that all rights to use the Software and Documentation have been terminated and that any further use of the Software or Documentation is unauthorized and would be in violation of MicroPact's rights. Licensee acknowledges that following the expiration or termination of a SaaS, IaaS or PaaS License, any data that is retained in formats only readable by the Software will not be accessible. Any use of the Licensed Software or the Documentation after termination shall be considered infringement of MicroPact's Intellectual Property Rights. Termination of any License shall not relieve Licensee of its obligations to pay any amounts then due MicroPact and shall not entitle Licensee to a refund of any amounts paid under this Agreement, except as otherwise specified herein.

       c.   <u>Survival.</u> The following sections shall survive termination of this Agreement: Sections A1 (Origin of Licensed Software) and A2 (Ownership of Licensed Software, MicroPact Licensor's Software, ISV Supported Software, or Third Party Software), Section A3 (Third Party Software), Section A10 (Audit Rights), Section B2 (Fees and Other Charges), B4 (Limitation of Liability), Section B5 (Indemnification), Section B6 (Default), Section B7(b) (Effect of Termination) and Section B7(c) (Survival); Section B9 (Confidentiality and Non-Disclosure), Section B10 (Notices), Section B11 (Governing Law), Section B12 (Non-Solicitation of Personnel), Section B15 (Modifications and Waiver), Section B17 (Commercial Computer Software), Section B18 (Compliance with Law), and Section B20 (Export Control).

B8.   <u>PUBLICITY AND MARKETING</u>

Licensee agrees to be included on a list of MicroPact clients as a reference. Furthermore, Licensee hereby authorizes MicroPact to use its name, including the name of any related project for which the Licensed Software will be used to support, in a press release relating to the sale of Licensed Software, Annual Support and Maintenance Services, and Professional Services hereunder. MicroPact shall allow Licensee to review, modify, and authorize, as reasonably necessary, such press release prior to its publication. Additionally, if requested by MicroPact, Licensee agrees to participate in the MicroPact Client Testimonial Program, which includes, but is not limited to, the production and publication of a press release, Q&A and/or case study to provide a written analysis of Licensee's experience in the selection, implementation and use of the Licensed Software. The production of such documents is at MicroPact's expense, and no such documents or any content relating thereto will be made public without Licensee's express, written permission which will not be withheld unreasonably.

B9.   <u>CONFIDENTIALITY AND NON-DISCLOSURE</u>

    a.   "Confidential Information" means any information which one party ("Disclosing Party") provides, either directly or indirectly, to the other ("Receiving Party") in connection with this Agreement, including the Licensed Software and Personal Information, the terms of this Agreement, or information related to the business of the Disclosing Party that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked.

    b.   Except as required by the Freedom of Information Act or the corresponding state statute as applicable, confidential Information will be protected and held in confidence by the Receiving Party and will be used only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees, contractors and business partners on a "need to know" basis, provided that they are bound by written confidentiality obligations no less stringent than those in this Agreement prior to any disclosure. Confidential Information does not include information that (1) is already known to Receiving Party at the time of disclosure, (2) is or becomes publicly known through no wrongful

act or failure of the Receiving Party, (3) is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information, or (4) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. In the event of any records requests, Licensee shall take all steps necessary to protect Licensor's Confidential information.

c. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement, and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information. If Licensee participates in a MicroPact-sponsored group event, this Section B9 shall apply to Confidential Information disclosed by any group participant, and MicroPact may provide a copy of this Section B9 to any Disclosing Party seeking to enforce its provisions.

d. Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information, and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. The Receiving Party may return any Confidential Information to the Disclosing Party at any time. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.

B10.   NOTICES

All notices or other communications required to be given hereunder shall be in writing and delivered either personally, by U.S. mail or electronic mail. If by US mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed. Notices delivered by electronic mail shall be delivered and read receipt requested through the notice provider's electronic mail service.

Notices by either Party to the other shall be addressed to the individuals and to the addresses or electronic mail addresses set forth in the Contract.

B11.   GOVERNING LAW

a. **For States within the United States Americas Licensees:** Unless stated otherwise in the Contract or Purchase Order, this Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to any conflicts of laws provisions.

b. **For all Licensees:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

B12.   Dispute Resolution.

a. Informal Dispute Resolution. In the event of any Dispute arising from or relating to this Agreement or the breach thereof, the parties hereto shall endeavor to use their best efforts to settle the Dispute. To this effect, the management-level representative from each party shall consult and negotiate with each other in good faith and,

recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the management-level representatives are unable to reach such solution within thirty (30) days of the commencement of such negotiations, then the Dispute will be referred to executive-level representatives of each party for an additional thirty (30) day period of negotiation.

b. <u>For Americas Licensees (except for U.S. Government Licensees)</u>: If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute shall be settled by final and binding arbitration in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules. A single arbitrator appointed as provided in the AAA Commercial Arbitration Rules will be an attorney experienced in computer software, licensing, and information technology disputes. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in the Washington, DC metropolitan area, or, with the consent of the arbitrator and parties, another mutually agreeable metropolitan area. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction.

c. <u>Litigation Rights</u>. Either party may, without waiving any remedy under this Agreement, seek temporary or permanent injunctive relief including without limitation equitable relief from any court of competent jurisdiction to protect its Confidential Information, non-solicitation rights, License rights and Intellectual Property Rights, regardless of the arbitration requirements. MicroPact reserves the right to pursue legal action in a court of competent jurisdiction to compel payment due hereunder and, in such a case, MicroPact shall be entitled to recover its costs and reasonable attorneys' fees (including the allocable costs of in-house counsel), regardless of the arbitration requirements. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

B13. NON-SOLICITATION OF EMPLOYEES.

For one year after delivery of Licensed Software under Section A and the Contract, or after termination of an SOW or Quote (as appropriate), neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Licenses, Annual Support and Maintenance Services or Professional Services or proposal for the Licenses Annual Support and Maintenance Services or Professional Services specified in Section A or SOW or Quote or Contract (as appropriate), without the other party's express written consent. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six months previously, provided that the hiring party did not solicit the termination.

B14. INDEPENDENT CONTRACTOR.

Each party is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.

B15. PARTNER TRANSACTIONS.

Where Licensee acquires Licensed Software or receives maintenance, support or services from a Partner, any specific term regarding warranty, maintenance and/or services, as applicable, may be contracted directly between Licensee and that Partner and conflicting terms of this Agreement shall not apply to such Licensed Software, maintenance, support or services.

B16. MODIFICATIONS AND WAIVERS

This Agreement may not be modified or otherwise amended except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

B17. FORCE MAJEURE

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

B18. COMMERICAL COMPUTER SOFTWARE

The Licensed Software provided under this Agreement is commercial computer software developed exclusively at private expense.

B19. COMPLIANCE WITH LAW

a. Licensee warrants to MicroPact that it will comply with all applicable laws and will collect, use, transfer and otherwise Process any Personal Information collected by or through the Licensed Software or that Licensee discloses to MicroPact under this Agreement in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, including Privacy Laws.

b. Licensee will remain the controller of Personal Information it provides to MicroPact and that it will not instruct MicroPact to Process any such Personal Information in any way that will violate any applicable laws including Privacy Laws.

c. Licensee will use the Licensed Software Annual Support and Maintenance Services and Professional Services in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Licensee.

d. Licensee will obtain all necessary approvals, authorizations, or other consents, and will maintain any registrations, requirements, mandatory procedures or similar obligations that may be applicable to Licensee.

e. For all Licensees (except for U.S. Government Licensees), Licensee shall be responsible to MicroPact for any costs, loss or damage MicroPact incurs as a direct or indirect result of Licensee's breach of this Section or Licensee's failure to comply with laws.

B20. EXPORT CONTROL

Each Party agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § 2751-2794, the ITAR 22 C.F.R. § 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the EAR, 15 C.F.R. § 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the receiving Party agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons (as defined by the ITAR) employed by or associated with, or under contract to the such receiving Party or its respective lower-tier suppliers, without the disclosing Party's prior approval and the authority of an export license, agreement, or applicable exemption or exception.

B21. **ENTIRE AGREEMENT**

This Agreement, which consists of Sections A-D with a separate Contract: Software and Services Business Terms for each Licensed Software order, and a separate SOW or Quote (as appropriate) for each Professional Services engagement plus any attachments identified as incorporated into this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that transaction. Any other document issued by the Licensee (including any online terms as part of a required procurement process) will be for administrative purposes only and any such terms will not alter or supplement this Agreement.

B22. **E-mail Communications.** Licensee consents to receiving email messages from MicroPact that may constitute "commercial e-mails" under the U.S. CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713. Licensee may at any time "opt out" of receiving future e-mails from MicroPact.

B23. **BINDING EFFECT.** This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.

B24. **ASSIGNMENT.** Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense this Agreement or any right or obligation under it, and any assignment made in violation of this provision shall be invalid. However, Licensee may assign this Agreement, without MicroPact's written consent, to any successor in interest by way of merger or consolidation or the acquisition of substantially all of Licensee's assets; provided that (1) assignor's account with MicroPact is current at the time of assignment, (2) assignee is not a direct competitor of MicroPact, and (3) assignee shall be bound by the terms and conditions of this Agreement, as written. The assignee shall provide evidence of the transaction and, if applicable, shall convert, true up, expand, or relocate the assigned Licenses subject to MicroPact's then-current fees.

B25. **SEVERABILITY.** If any provision of this Agreement is illegal or unenforceable in any jurisdiction, that provision shall remain effective with respect to any jurisdiction in which it is legal and enforceable, and the remainder of this Agreement will remain valid and enforceable anywhere. The exclusion of damages in Section B4(b) shall survive a finding that an exclusive remedy failed of its essential purpose.

B26. **ORDER OF PRECEDENCE.** In the event of a conflict among any of the terms set forth in the Contract or this Agreement, the Contract will govern.

Section C
Annual Support and Maintenance Terms and Conditions

C1. __GENERAL.__ "Licensee " means the single end-user customer organization. The License, granted hereunder shall extend to Licensee's wholly owned subsidiaries or divisions or organizations within the agency, but not to other entities, Federal agencies or governmental departments.

C2. __MAINTENANCE.__ During any period for which Licensee has made the required maintenance payment, Licensee shall be entitled to receive the following from MicroPact:

a. Updates (as described below);
b. Defect Correction (as described below);
c. Telephone Support (as determined by your specific support plan located in the Contract or maintenance invoice, and as further described below); and

C3. __SUPPORT.__ Subject to Licensee's payment of the annual support fee, MicroPact agrees to provide annual support of the Licensed Software delivered to Licensee pursuant to this Agreement. Licensee agrees to subscribe to the Annual Support Agreement unless a written notification of termination is submitted to MicroPact prior to commencement of annual support anniversary date. In the event that Licensee allows its payment for Annual Support and Maintenance to lapse, MicroPact shall charge (at its discretion) and Licensee shall pay (i) all back maintenance fees to cause the Annual Support and Maintenance to be current; and (ii) a reinstatement fee equal to $5,000. A "lapse" as used herein means any period of time that occurs after the Annual Support and Maintenance period has expired.

C4. __UPDATES.__ MicroPact shall provide Licensee (i) all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software which are generally made available to other entellitrak® Software or icomplaints® Software customers of MicroPact.

C5. __DEFECT CORRECTION__

a. Licensee shall report suspected Defects in the Licensed Software to MicroPact using the MicroPact hotline or the Internet, and shall document the suspected Defect. If the Defect is confirmed, MicroPact shall use commercially reasonable efforts to provide a Correction to Licensee.

b. MicroPact shall not be responsible for Defect Correction in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that MicroPact shall continue to support prior Licensed Software releases for a period of not more than six months after the most recent release.

c. MicroPact reserves the right to decline Licensee maintenance/support requests that could be resolved by reference to the Documentation or implementation of Corrections, or that arise from Licensee's negligence, Misuse of the Licensed Software, or issues relating to third party equipment and Licensed Software unless subject to a mutually agreed SOW or Quote (as applicable) to provide such Professional Services for additional fees.

d. Licensee will take all reasonable steps to carry out procedures for the Correction of Defects or implementation of Corrections and Updates provided by MicroPact within a reasonable time after such procedures have been received.

C6. __TELEPHONE SUPPORT.__ MicroPact shall provide telephone support so as to allow Licensee to report problems and to seek assistance in the use of the Licensed Software. MicroPact provides telephone support from 7AM to 8PM Eastern Time, Monday through Friday. Upon receipt of the initial call MicroPact will provide a maintenance call identification number. MicroPact shall return support calls within a commercially reasonable time, normally one (1)

hour, after receipt of Licensee's call. During this call back, MicroPact will employ reasonably commercial efforts to either resolve the problem or provide Licensee with an identification of the level of severity of the problem, and an estimated completion time for resolution of the problem. MicroPact may, upon request, provide Licensee with a beeper number to contact for support during weekday and weekend hours that are outside the telephone support hours of operation.

C7. **MAJOR DEFECT.** When Licensee reports a Major Defect to MicroPact using the MicroPact hotline, MicroPact shall immediately proceed with diligent and sustained effort to (i) recreate and verify such defect, and then employ reasonable commercial efforts to correct such major defect and (ii) unless the major defect is corrected within forty-eight hours of MicroPact's receipt of Licensee's report thereof (or such longer period as Licensee may agree), implement a temporary solution to avoid or significantly minimize the impact of the major defect on the operation of the Licensed Software until the major defect is corrected. For purposes of this Agreement, a major defect means that most or all of the Licensed Software functionality is rendered inoperable.

C8. **MINOR DEFECT.** When Licensee reports a Minor Defect to MicroPact using the MicroPact hotline, MicroPact shall within a commercially reasonable time initiate efforts to (i) recreate and correct such minor defect within a reasonable time and (ii) suggest solutions to avoid and minimize the impact of the minor defect on the operation of the Licensed Software until the minor defect is corrected. For purposes of this Agreement, a minor defect means that some of the Licensed Software functionality is rendered inoperable, or most or all of the Licensed Software functionality is substantially reduced in effectiveness or throughput.

C9. **DOCUMENTATION.** MicroPact will provide to Licensee, at MicroPact's option, either in hard copy or by electronic media updated Documentation for any upgrades, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software.

C10. **SUPPORTED VERSIONS.** MicroPact shall not be responsible for correcting major defects or minor defects in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that MicroPact shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.

C11. **LICENSEE RESPONSIBILITIES.** MicroPact shall not be obligated (i) to provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (A) malfunction of Licensee's Equipment, (B) software not licensed pursuant to this Agreement, (C) Abnormal Use, or (D) any other cause not attributable to MicroPact; (ii) to provide extensive training that would normally be provided in formal training classes; or (iii) to perform Professional Services that would normally be provided at Licensee's business location.

C12. **EXCLUDED ITEMS.**

   a. MicroPact's maintenance/support obligations shall not include:
       1. providing assistance (beyond an initial communication) or consulting time relating to problems, caused by (i) malfunction or failure of the computer system and communications network on which Licensee has installed and is using the Licensed Software, (ii) Licensed Software not licensed pursuant to this Agreement, (iii) Misuse, (iv) improper installation or configuration by Customer, third party consultants, or Support Contractors, (v) failure to incorporate Updates or Corrections, or (vi) any other cause not attributable to MicroPact;
       2. providing training covered in formal training classes;
       3. performing Professional Services that would normally be provided at Licensee's business location;
       4. development or support for any Licensed Software customizations or custom reports;
       5. database schema changes, or supporting application program interfaces ("APIs") not provided or approved by MicroPact;

6. supporting hosting providers not certified by MicroPact; or
7. MicroPact University's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by MicroPact.

b. If MicroPact notifies Licensee that a problem, error or malfunction for which Licensee has requested maintenance is not covered, MicroPact will work with Licensee to develop a mutually agreed SOW or Quote (as applicable) under which MicroPact will perform such services at MicroPact's then-current rates.

Section D
Professional Services Terms and Conditions

D1. PROFESSIONAL SERVICES. MicroPact shall provide Professional Services when mutually agreed in an SOW or Quote (as applicable). Unless otherwise agreed in writing by MicroPact, the terms and conditions of this Agreement will apply to any Professional Services provided to Licensee by MicroPact after the Effective Date, whether or not this Agreement is referenced and whether or not an SOW or Quote (as applicable) is executed. Licensee acknowledges that the ultimate responsibility for the Professional Services rests with Licensee and that MicroPact's role is to assist Licensee in that endeavor. Any staff or personnel provided by MicroPact to provide the Professional Services under an SOW or Quote (as applicable) are referred to as "Consultants".

D2. PROJECT MANAGEMENT. Licensee shall appoint an individual to authorize SOWs, receive progress reports and address problems that may arise in connection with the Professional Services (the "Project Manager") and shall provide MicroPact in writing with the name and contact information for that Project Manager.

D3. WORK ON LICENSEE'S PREMISES. MicroPact shall require its Consultants to observe the reasonable security, safety and other policies of the Licensee while such Consultants are on Licensee's premises, provided that Licensee provides MicroPact with reasonable advance notice of those policies.

D4. LICENSEE'S COOPERATION. MicroPact's performance depends upon Licensee's timely and effective cooperation in connection with the Professional Services, including providing MicroPact with reasonable facilities, timely and sufficient access to appropriate data, information, and appropriately skilled Licensee personnel, and prompt responses to questions and requests. MicroPact will not be liable for any failure or delays in performing the Professional Services to the extent that the failure or delay is caused by Licensee's failure to cooperate. Unless otherwise specified in an SOW or Quote (as applicable), MicroPact may rely upon the accuracy and completeness of data, material, and other information furnished by Licensee, without any independent investigation or verification. Should the data contain errors or inaccuracies, Licensee shall be responsible for the time it requires for MicroPact's consultants to expend to resolve the identified errors or issues.

D5. STATEMENT OF WORK. All work performed by MicroPact will be documented in an SOW or Quote (as applicable). Each SOW or Quote (as applicable) shall establish the general nature of the work to be performed, the number of Consultants to be assigned, the estimated duration of the Professional Services, the approximate number of hours, and the applicable hourly rate or fee. If there is a conflict between this Agreement and the SOW or Quote (as applicable), the SOW shall control.

D6. CHANGE ORDERS. Either party may propose changes in the scope of the SOW or Quote (as applicable), but neither party will be bound by any proposed change until both parties have agreed to that change in writing (a "Change Order").

D7. SCHEDULING. MicroPact will try to accommodate work schedule requests of Licensee to the extent commercially practicable. MicroPact reserves the right to change such schedule for any SOW if the assigned Consultants are unable to perform scheduled Professional Services because of illness, resignation, weather, or other causes beyond MicroPact's reasonable control. MicroPact will make commercially reasonable efforts to replace any such Consultant within a reasonable time in order to limit impact on the schedule.

D8. CANCELLATION OR RESCHEDULING OF SOWs. Licensee may cancel or reschedule (if previously scheduled) all or part of any SOW upon thirty (30) days' advance written notice (" Notice Period") and provide a detailed reason for the cancellation. Upon cancellation of an SOW in progress, Licensee will pay all fees and expenses for work performed through the effective cancellation date (partially completed fixed fee engagements will be prorated) as well as reasonable costs directly related to Licensee's cancellation (such as lodging cancellation charges or air travel change fees). An SOW may be rescheduled at no cost, other than any reasonable costs directly related to

rescheduling (such as lodging cancellation charges or air travel change fees). MicroPact will make reasonable efforts to accommodate Licensee's requested dates but the rescheduled SOW dates, although mutually agreed, shall be based on availability of Consultants. If Licensee cancels or reschedules an SOW with less than the Notice Period, Licensee will also pay a fee equal to the total daily rates for Consultants assigned to the SOW for every day that the actual notice was less than the Notice Period. However, the fee may not exceed the remaining number of days scheduled on the SOW.

D9. FEES AND EXPENSES. Unless otherwise provided in an SOW or Quote (as applicable), Licensee shall pay MicroPact on a time and materials basis at MicroPact's then-current rates. Hourly rates or fees for Professional Services performed shall be set forth in the applicable SOW or Quote (as applicable). Unless otherwise agreed in writing in the SOW or Quote (as applicable), the minimum labor charge for any single day is eight hours. Billable amounts incurred in excess of eight hours per day will be billed at the standard, straight-time hourly rate. Estimated fees for Professional Services under this Agreement do not include travel or other expenses. Licensee agrees to reimburse MicroPact for and will be invoiced for all travel and other expenses. Out-of-pocket expenses will be reimbursed on a pass-through basis based on the net cost paid or invoiced at the time of purchase, which includes airfare, ground transportation, lodging, meals and incidentals. Licensee acknowledges that MicroPact or its affiliates may receive frequent flyer miles, hotel "points", commissions, rebates, fees or other consideration ("Benefits") as a result of relationships with travel service providers, alliance companies, software, hardware, and other vendors. Licensee agrees that MicroPact is not obligated to provide a credit for or reimbursement to Licensee for Benefits.

D10. ACCEPTANCE OF DELIVERABLES. The process for accepting any and all deliverables under a SOW or Quote (as applicable) and this Section D will be in accordance with the following:

- MicroPact and Licensee will follow the below process for accepting any and all deliverables that require Licensee acceptance:
    - MicroPact will submit all deliverables other than software in writing.
    - Licensee will have a period of 10 business days to respond to the submitted deliverable with any requested changes.
    - Within 10 business days of the requested changes MicroPact will resubmit the deliverable.
    - Licensee will then have 10 business days to accept the resubmitted deliverable. If Licensee does not find the resubmitted deliverable acceptable the above process will continue.
    - If Licensee does not respond within the intervals outlined above the submitted deliverable will be considered accepted by Licensee.

D11. PROJECTION EQUIPMENT. If requested by MicroPact, Licensee will make available for use projection equipment for on-site training classes. Alternatively and upon prior written request, MicroPact will provide projection equipment for an additional charge.

Appendix B – Service Level Agreement

Our Service Level Agreement begins on the following page.

Hosting Service Level Agreements (SLAs)

This Service Level Agreement ("Agreement") quantifies the standard levels of service for customers hosted by MicroPact. This Agreement is subject to change with notice. This Agreement and these service levels apply only to production systems. Any modification to this Agreement requires a bilateral contractual amendment.

Group	Service Level Agreement	MicroPact Standard	Customizations
General/Hosting	Server Allocation and Setups *Note: These specifications are subject to change as MicroPact products evolve in scale and scope.*	**Shared Hosting** of the database, application, and web/proxy servers for systems with less than 100 Concurrent Users. **Database Server** · OS: MS Windows Server · DB: MS SQL Server · 2-physical core Intel Xeon 2.4 GHz+/ AMD Opteron 2.4 GHz+, Single Node · 8 GB RAM · 500 GB Storage **Application Server** · OS: Red Hat Enterprise Linux · APP: Apache Tomcat, Java · 2-physical core Intel Xeon 2.4 GHz+/ AMD Opteron 2.4 GHz+, Single Node · 8 GB RAM · 80 GB Storage **Web/Proxy Server** · OS: Red Hat Enterprise Linux · Web: HA Proxy · 2-physical core Intel Xeon 2.4 GHz+/ AMD Opteron 2.4 GHz+, Single Node · 8 GB RAM · 80 GB Storage	**Dedicated Hosting** infrastructure shall be configured to accommodate the system's Concurrent User (CCU) count. · Moderate Low (100 –1000 CCU) · Moderate High (1000 – 5000 CCU) · High (5000 – 15000 CCU) · Enterprise (20000+ CCU)
	Location of Production Data	Equinix (Ashburn, VA)	Amazon Web Services
	Application Availability/Uptime	99% uptime	99.9% will be supported under special circumstances.
	Application Response	90% of transactions complete < 5.0 seconds 95% of transactions complete < 7.5 seconds 99% of transactions complete < 10.0 seconds	

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Group	Service Level Agreement	MicroPact Standard	Customizations
Monitoring Tools	Application Performance and Availability	SolarWinds & Alertra	New Relic
	Database Performance and Availability	SolarWinds	GRID
		The above tools and the reports they produce are used by MicroPact IT teams for system monitoring and are not provided to personnel outside of MicroPact as part of the standard SLA.	
Disaster Recovery (DR)/Continuity of Operations (COOP)	Location of DR/COOP facilities	Equinix (Atlanta, GA)	Amazon Web Services
	DR/COOP Implementation	"Cold Site"	"Warm Site, Hot Site"
	DR/COOP Implementation Testing (Standard "Cold Site")	Annual	
	Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO)	Cold Site – RPO: 8 hours RTO: 24 hours	
		Warm Site – RPO: 6 hours RTO: 8 hours	
	Assumption: Database is 100GB or less	Hot Site – RPO: 2 hours RTO: 4 hours	
Information Security	FedRAMP Certification Level	Moderate	
	Server Vulnerability Scans	Monthly	
	Web Application Vulnerability Scan	Once prior to go-live	Additional scans charged per scan
Security Vulnerability Remediation	Critical Level Findings (likely to have a catastrophic effect on the organization)	0 – 30 days	
	High Level Findings (likely to have a serious effect on the organization)	30 days	
	Moderate Level Findings (likely to have a minor effect on the organization)	90 days	
	Low Level Findings (likely to have only a limited effect on the organization)	120 days	
Data Encryption	Data Encryption in Transit	HTTPS, SSL, TLS	VPN/IPSec Tunnels
	Data Encryption at Rest	None (Encryption at Rest available for additional cost, based on type)	

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Group	Service Level Agreement	MicroPact Standard	Customizations
Server Maintenance	Server Operating System (OS) Maintenance	Monthly from 9:00 p.m. to 3:00 a.m. on the last Saturday of the month unless the maintenance window falls on a holiday weekend. A detailed maintenance schedule can be found at https://confluence.micropact.com/display/ITSHARED	
General Support System (GSS) Updates	Emergency software patches	< 5 days	
	Software upgrades and new releases	< 90 days	
	Service packs and updates to "dot" releases/firmware	< 90 days	
	Minor Monthly Patches	< 30 days	
	Software licensing/renewal	Annual	
Customer Notifications	Server Outage	< 15 minutes after discovery	
	Application Outage (entellitrak/ ICOMPLAINTS)	< 30 minutes after discovery	
	Network Outage	< 30 minutes after discovery	
	Security Incident Alert	< 30 minutes after discovery	
	Security Upgrades/Patches	< 5 business days before scheduled change	
	Software Upgrades/Patches/New Releases	< 5 business days before scheduled change	
	Software License Renewals	< 30 days before expiration	
	Planned Outages (e.g. system maintenance)	< 5 business days before scheduled change	
	To receive maintenance and outage notifications, please create an email distribution account for your organization (e.g. entellitrak@yourorganization.com) and submit the email address to your Global Alliance Manager or other point of contact at MicroPact.		
Data Retention/ Archival	Data Backup Period	Monthly	
	Data Archival Period	2 years	

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Appendix C – Hardware/Software Requirements

Our hardware and software requirements begins on the following page.

entellitrak®

System Specifications

Overview

entellitrak is web based and does not require client side installation of any software. As all processing is done on the server side, browser compatibility issues are minimal. Because entellitrak does not rely on database specific features or stored procedures, it offers a great degree of database independence.

entellitrak appeals to a wide spectrum of end users by allowing for:

- Operating system independence
- Database independence
- Application server independence
- ero client-side software installation

Developed in Java, entellitrak uses minimal application, database, and web-server specific features. entellitrak systems are designed to meet a C2 security level and allow for the use of SSL.

Scope / Assumptions

- entellitrak will be hosted on a dedicated server. In the event that the server is host to additional applications that may consume resources, the following recommendations may not apply directly.

- Final system recommendations are based on the number of concurrent users and data storage requirements. Depending on the size of your specific agency's workforce and data requirements, the recommended configuration may differ slightly.

- The Hardware Requirements illustrated below are typical of a system designed support 75 concurrent users managing approximately 75 GB of data.

System Capabilities

- Operating System – supports Windows 2008 R2 and up, Red Hat Enterprise Linux 6.0, and CentOS 6.0 (open source).

- Database Server – supports Oracle 11g, and MS SQL Server 2008 R2 and up.

- Application Server – supports JBOSS 6.1 EAP, Tomcat 7.0, as well as other application servers based on JEE technology.

- Web Server – supports Apache 2.2, and 2.4 and Microsoft IIS 6.0 and up.

Hardware Requirements

APPLICATION SERVER

Minimum	Recommended
Intel Xeon 2.4 GHz+ / AMD Opteron 2.4 GHz+ 4 GB RAM 80 GB hard drive	Intel Xeon 2.4 GHz+ / AMD Opteron 2.4 GHz+ >16 GB RAM >80 GB hard drive*

DATABASE SERVER

Minimum	Recommended
Intel Xeon 2.4 GHz+ / AMD Opteron 2.4 GHz+ 8 GB RAM 150 GB hard drive	Intel Xeon 2.4 GHz+ / AMD Opteron 2.4 GHz+ >16 GB RAM >500 GB hard drive*

* Hard drive size depends on variables such as whether the server is used for storing uploaded data files, and will vary depending on the amount and size of employee data, and number of analyses performed.

Software Requirements

- Java Environment (JDK 1.7 and up).
- Email Server – SMTP Server required for email relay.

Supported Browsers

IE 9 and up / Latest version of Firefox / Latest version of Chrome.

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